TWENTY-FIFTH ANNUAL REPORT

OF THE

INTERSTATE COMMERCE COMMISSION

DECEMBER 20, 1911

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THE INTERSTATE COMMERCE COMMISSION.

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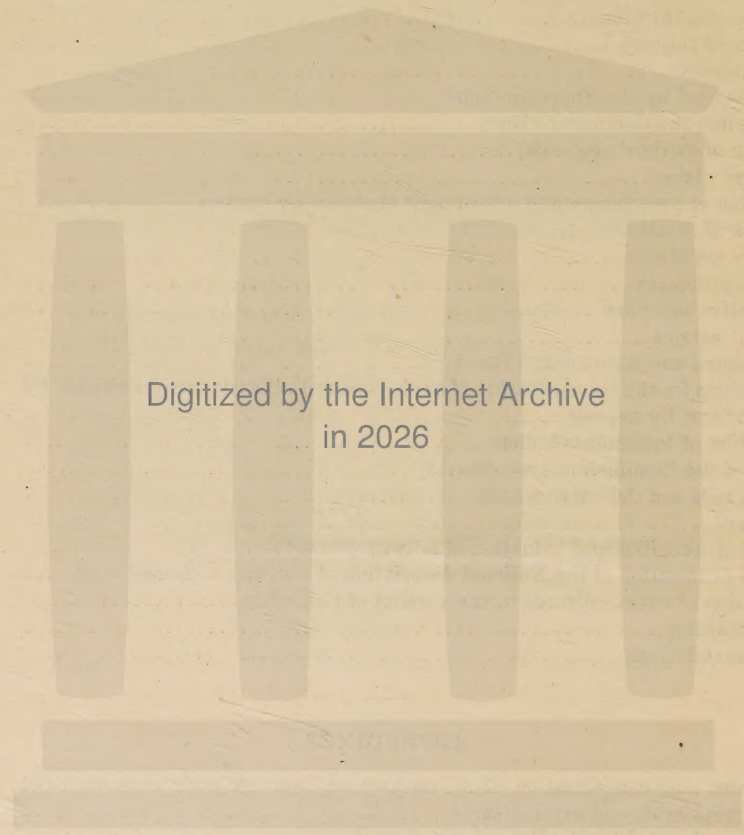
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REPORT

OF THE

INTERSTATE COMMERCE COMMISSION.

WASHINGTON, D. C., *December 20, 1911.*

To the Senate and House of Representatives:

The Interstate Commerce Commission, pursuant to the requirements of the Act to Regulate Commerce, presents its twenty-fifth annual report to the Congress.

The work of the Commission is directed, by the various statutes prescribing its duties, mainly to two important purposes: First, the establishment and maintenance of reasonable and just transportation facilities, rates, classifications, regulations, and practices; second, the safety of employees, passengers, and property.

The Hepburn Act of 1906 marked the beginning of a new era in the strength and administration of the law for the accomplishment of the first-named purpose. With the extension by this act and the Mann-Elkins Act of 1910 of the duties and jurisdiction of the Commission, both as to carriers formerly subject to the law and as to the added agencies of transportation and transmission brought under regulation by these acts, the volume and variety of the Commission's work have been increased manifold. To expedite the work the simplest and most direct forms and methods of procedure practicable have been adopted. With the increased specific requirements of the law it became necessary, in the guidance of shippers and carriers, for the Commission to formulate definite expressions of its interpretations of the various provisions of the law. This procedure has proven of great practical value, not only to shippers and carriers but to the Commission in its endeavor to fulfill the requirements of the act imposing upon it the general duty of enforcing the provisions thereof, and has to a marked degree resulted in harmonious and uniform practices, thereby obviating many causes of complaint that otherwise would have arisen from conflicting practices, and their resultant discriminations and misunderstandings.

These interpretations of the statute and the rules framed in pursuance of its provisions relating to the construction, filing, posting, and

application of tariff schedules, are designated in the publications of the Commission as tariff circulars, and the rulings of a miscellaneous character as conference rulings, such publications being revised and republished from time to time to include additions and modifications; and every rule or statement of a ruling contained therein is the result of careful consideration of actual questions and real conditions as they constantly arise. However, these as well as all other rulings of the Commission are subject to such reconsideration and modification as the ends of justice may require, and they limit in no way the parties in presenting for consideration the same controversies on formal complaint.

Another practice inaugurated soon after the law was invigorated by the passage of the act of 1906 is that of disposing, upon what is designated in the proceedings of the Commission as its special docket, of cases concerning which there is no dispute as to the facts. These cases involve for the most part claims for reparation where the published charges are conceded to have been unreasonable because of a variety of facts, such as, for instance, where a joint through rate is in excess of the sum of the intermediate rates or where the long-and-short-haul requirement of the act is violated. The Commission does not dispose of these informal cases merely upon consent of the parties, but it requires that the stipulation shall present a state of facts and record that otherwise would have to be developed in a contested case as a basis in law for reparation. In every case of this kind in which it authorizes reparation the Commission also requires correction of the rate, classification, regulation, or practice upon which the claim is based.

It is certain that by the promulgation of the rules and rulings above referred to, and this method of disposing of the class of claims just mentioned, the delay and expense incident to the disposition of a much greater number of formal complaints have been obviated and much quicker and more satisfactory results secured.

One of the important additions by the Mann-Elkins Act of 1910 is the authority conferred upon the Commission to suspend the operation of proposed changes in rate schedules until the propriety and reasonableness thereof may be investigated. The exercise of this authority results in the elimination, in many cases, not only of the vexatious and impossible undertaking of complete or approximate reparation for damages but of the inevitable confusion and detriment to all concerned which follow the exaction for a time of unreasonable increased rates and their subsequent condemnation.

Reference was made in our last annual report to two of the most important proceedings growing out of the exercise by the Commission of this authority of suspension, involving proposed general advances in class and commodity rates by eastern and western carriers,

investigation of which was in progress at that time. The conclusion of the Commission upon full hearing was that the increases were not justified, and upon the announcement thereof, in February, the carriers, upon suggestion and authority of the Commission, canceled the notices of advances. Following this disposition of the cases above referred to, the carriers which had filed tariffs with proposed general advances in rates from and to New Orleans and other points in that territory, which advances had been suspended by the Commission, asked that the matter be held in abeyance for further consideration by them, and recently upon their request they have been permitted to cancel the proposed advances.

Another important provision of the Mann-Elkins Act, which casts upon the carriers the burden of proof to justify such proposed rate advances, has led to the accumulation of much information regarding the capitalization, equipment, conditions of labor, and markets, and the cost of materials, as well as the physical operation of roads. These data are illuminative of present conditions and must prove of value in the future consideration of railway problems. Other provisions of this act will be referred to herein under appropriate headings and further reference made to the cases involving suspended rates, as well as to those under the amended fourth section.

WORK OF THE COMMISSION.

Decisions in 507 cases instituted by formal complaints of shippers and others or by the Commission on its own motion have been announced during the past year, and 145 cases of the same character have been dismissed on stipulation of the parties or upon motion of complainants. This removes from the docket of formal complaints a total of 652 cases. While the formal docket shows an increase in the number of cases undisposed of, the testimony has been taken in a large number of these and it is expected that many of them will be disposed of in a comparatively short time. As a whole, the work of the Commission is well in hand. A digest of points decided by the Commission in reported cases during the year will be printed in an appendix.

During the year 881 formal complaints have been filed and 12 proceedings of inquiry instituted by the Commission on its own motion. In addition there have been instituted 43 proceedings of investigations and suspensions of tariffs containing proposed increases in rates, resulting in a total of 68 cases of this character since the Commission was given the power of suspension. Seven of these have been consolidated with formal complaints; advances were condemned in 9 and permitted in 24; partial advances permitted in 4; and 2 were voluntarily withdrawn, leaving 22 pending.

The number of informal complaints which has been the subject of correspondence by the Commission with carriers shows an increase of 485. The number of complaints of this character filed during the year was 4,325.

There have been filed 5,653 claims in our Special Docket Division, hereinbefore referred to, an increase of 551 over the preceding year. Orders have been issued in 3,875 cases on this docket, an increase of 367; and reparation awarded in the total sum of $329,388.26, a decrease of $75,588.52 as compared with the year 1910. In addition there have been dismissed or otherwise closed 739 claims, a decrease of 724 under the preceding year.

Five thousand seven hundred and twenty-three applications have been filed for relief from the operation of the long-and-short-haul rule of the amended fourth section of the act, and 450 orders entered either denying the applications or prescribing the extent to which carriers may be relieved as the result of 212 hearings had on single and consolidated applications.

At sessions of the Commission held in Washington and in other parts of the country 943 hearings of alleged violations of the act, and for other purposes, have been had, at which more than 95,000 pages of testimony have been taken.

Statements in further detail of the work of the several divisions of the Commission will be found under their appropriate headings.

RATE SCHEDULES AND APPLICATION OF RATES.

In the 12 months ended November 30, 1911, 121,829 tariff publications were filed with the Commission. This is about 32,759 less than for the preceding 12 months. The decrease in the number is again accounted for largely by the fact that the carriers are continuing the plan of consolidating into comprehensive book or pamphlet form rates heretofore published in many miscellaneous small tariffs.

Some slight modifications of the Commission's tariff regulations were rendered necessary by the amendment of June 18, 1910, to the act, but in the main the regulations have remained unchanged and appear to fairly meet the requirements of both the public and the carriers. Continued substantial progress in the simplification of carriers' rate schedules appears as the older tariffs are reissued.

The issuance of a large number of supplements or of a large volume of supplemental matter to a tariff tends to complicate and confuse, and contributes materially to errors or conflicts. Our tariff regulations, therefore, limit the number of supplements and the volume of supplemental matter that may be issued to any tariff, dependent upon the volume of the tariff itself. This regulation has from time to

time been broadened and is, we think, as liberal as it should be. We find, however, much difficulty in securing compliance therewith, and in some instances it has been violated in connection with tariffs that are under suspension by the Commission.

Section 6 of the act provides a penalty to be recovered in civil action for failure or refusal to comply with the terms of our tariff regulations. It also authorizes the Commission to reject and refuse to file a tariff publication which does not provide for and give lawful notice of its effective date. Our experience has shown conclusively that the exercise of the power to reject and refuse to file tariff schedules is much more effective than an effort to recover penalties can be. We therefore urge that the paragraph of section 6 of the act which authorizes the Commission to reject and refuse to file a schedule which does not provide for and give lawful notice of its effective date be amended so as to include also any schedule tendered for filing which has the effect of exceeding the number of supplements or the volume of supplemental matter permitted under the tariff regulations of the Commission.

APPLICATION OF THE ACT TO TELEPHONE, TELEGRAPH, AND CABLE COMPANIES.

Section 1 of the act, as amended June 18, 1910, provides that the act shall apply to telephone, telegraph, and cable companies, whether wire or wireless. Numerous questions were asked informally as to the instances in which and the extent to which the provisions of the act applied to such companies. In December, 1910, the Commission heard arguments upon certain of such questions, and in March, 1911, expressed its views as to what telegraph and telephone companies are subject to the provisions of the act and the nature and character of service which would render a telegraph or telephone company subject thereto. It was there said that such companies are subject to the provisions of sections 1, 3, 15, and 20 of the act in so far as the terms thereof appropriately apply to such companies.

Section 6 of the act requires each carrier to print, file, and post schedules of its rates, fares, and charges "for transportation between different points on its own route and between points on its own route and points on the route of any other carrier by railroad, by pipe-line, or by water, when a through route and joint rate have been established," and provides that "the schedules printed as aforesaid by any such common carrier shall plainly state the places between which property and passengers will be carried * * * and shall also state separately all terminal charges * * * which in any wise change, affect, or determine any part of the aggregate * * * charges or the value of the service rendered to the passenger, shipper,

or consignee." It requires that such schedules shall be printed and copies thereof posted "in every depot, station, or office of such carrier where passengers or freight, respectively, are received for transportation."

There appears to be no requirement for publication, filing, and posting of the schedules of charges for the transmission of telegraph, telephone, or cable messages between different places on the same route or line or from a place on one route or line to a place on another route or line.

The foundation of efficient regulation, both as to the reasonableness of rates and undue discrimination, rests in lawfully established charges, and it would seem that such lawfully established charges should be contained in officially filed schedules, which would be binding upon the telephone, telegraph, and cable companies and those for whom such companies perform service.

The prohibitions and penalties of section 1 of the act of February 19, 1903, commonly called the Elkins Act, are founded upon lawfully published and filed tariffs and would seem not to apply in the absence of such lawfully published and filed tariffs.

It is thought, therefore, that telephone, telegraph, and cable companies should be required to publish, file, and post tariffs of schedules of their charges for interstate business. There are thousands of small independent telephone companies whose business is intrastate, except in occasional instances where their lines are used in connection with the lines of other companies for interstate messages. The Bell Telephone System has, as we are informed, more than five million central and pay telephone stations. It would probably be unreasonable and unnecessary to require that full schedules of charges should be posted in every telephone booth or in every branch telegraph office. All rates for interstate business should, however, be filed with the Commission and be so posted as to afford interested users or patrons opportunity to ascertain the lawful charge for a given service.

Section 6 of the act authorizes the Commission to modify the requirements of the section with respect to publishing, posting, and filing of tariffs, and presumably that authority would extend to the tariffs of telephone and telegraph and cable companies, if there were a general requirement for them to publish, file, and post same.

We recommend, therefore, that section 6 of the act be amended so as to require telephone, telegraph, and cable companies to publish, file, and post schedules of their interstate charges in such manner and to such extent as may be required by the Commission.

In this connection attention is called to the apparent necessity for changes in the Elkins Act in order to make it clearly applicable to telephone, telegraph, and cable companies.

UNIFORM CLASSIFICATION.

What was said in our twenty-fourth annual report on the subject of uniform classification could now be restated as to the present situation, substantial progress along that line having been made by the carriers.

The work is of great importance, involves multitudes of interests, brings out many differing and conflicting views, and is necessarily slow.

This subject has been considered from time to time by the National Association of Railway Commissioners, and that association at its last convention adopted and approved a report of a committee in which it was suggested that in the work of preparing uniformity of ratings for uniform classification by the carriers, much of misunderstanding and many objections which would otherwise arise would be avoided or averted if a representative of this Commission were to sit with the carriers' committee, without vote.

We think that the experiences of the past justify the conclusion that if uniform classification were to-day agreed upon by the carriers and the shippers, competitive influences and the desire for traffic would soon destroy that uniformity unless it were supported by the force of authority in law to require adoption, maintenance, and observance thereof.

We think also that the stimulus of a mandatory requirement in law should be provided.

We recommend the enactment of a requirement that the carriers shall, within five years from the effective date of such law, provide and adopt a uniform classification and that in the preparation of same one or two representatives of the Interstate Commerce Commission be permitted to sit with the carriers' committee, and that the Commission be empowered to require the adoption, maintenance, and observance of such uniform classification on the part of all carriers within the purview of the act, subject, of course, to such amendments as may be from time to time approved by the Commission.

DIVISION OF INQUIRY.

Since December 1, 1910, 62 indictments for criminal violations of the act to regulate commerce have been returned, many of which are against two or more defendants jointly. Of these, 29 are against carriers or carriers' agents, 26 against shippers or passengers, and 7 against carriers and shippers jointly.

During the past year 42 prosecutions have been concluded, in 16 of which the defendants pleaded guilty; in 13, juries rendered a verdict of guilty; in 3, juries rendered a verdict of not guilty; 6 cases were nolprossed; 2 were dismissed on motion of defendant,

and 2 on demurrer. The penalties assessed ranged in amounts from $25 to $40,000, the aggregate being $214,225.

The more important points of law involved in the several prosecutions successfully concluded during the year are as follows:

The Circuit Court of Appeals for the Third Circuit, in affirming the opinion of the lower court, in which a fine of $40,000 was assessed against each of the defendants, the Philadelphia & Reading Railway Co. and the Lehigh Valley Railroad Co., for failure to collect demurrage charges from the Bethlehem Steel Co., and also $40,000 against the steel company for failure to pay said demurrage charges, held that—

The act to regulate commerce requires that every common carrier subject to said act shall file with the Interstate Commerce Commission and publish and keep open for public inspection all rates, fares, and charges, stating separately all terminal charges, and such terminal charges include demurrage charges.

When such tariffs of demurrage charges have been filed the failure strictly to observe the same is a misdemeanor.

The court lays down the principle that not only demurrage charges, but all terminal services performed by the carrier, and all its facilities are a part of the transportation service, and therefore subject to the act to regulate commerce.

On March 25, 1911, in the southern district of Georgia, a verdict of guilty was returned and a fine of $20,000 imposed upon the Merchants & Miners' Transportation Co. (a water line operating between Philadelphia, Pa., and Savannah, Ga.). The defendant was charged with carrying grain in connection with the Atlantic Coast Line and the Seaboard Air Line from Philadelphia to Jacksonville, Fla., for L. F. Miller & Sons at a rate of 10 cents per 100 pounds, although the legally published rate was 15 cents. The transportation company's defense was that it believed that a proportional rate of 10 cents charged by it had been filed by its railroad connections. It offered to prove such mistake of fact, and also that the grain had previously moved from a point in the West and had been stored in a warehouse in Philadelphia, so that the shipment south was but a continuation of the previous movement and so entitled to the proportional rate of 10 cents from Philadelphia. The court held that carriers are conclusively bound at all times to a knowledge of their rates. It further held that the bill of lading showed the contract of shipment to be from Philadelphia to Jacksonville—in other words, that the shipments in question had their origin at Philadelphia. The defendant further asserted that boat lines operating coastwise were not subject to the jurisdiction of the Commission. The court held that the evidence showed that the water line was operating in connection and under a common arrangement with the rail line and was a common carrier subject to the act as provided in section 1.

The first prosecution under the act for the collection of more than tariff rates for services rendered was against the Texas & Pacific Railway Co., at New Orleans, La. The court held, on January 28, 1911, that the collection of an amount greater than that provided for by the published tariffs was a violation of the act to regulate commerce.

In *Louisville & Nashville R. R. Co.* v. *Mottley* the United States Supreme Court took the view previously expressed in the Commission's conference ruling No. 207, in which it was held that nothing but money could be received or accepted in payment for transportation. In the above case the court held that—

"The railroad company could not lawfully accept any compensation 'different' in kind from that mentioned in its published schedules of rates. And it can not be doubted that the rates or charges specified in such schedules were payable only in money. They could not be paid in any other way without producing the utmost confusion and defeating the policy established by the acts regulating commerce. The evident purpose of Congress was to establish uniform rates for transportation, to give to all the same opportunity to know what the rates were as well as to have the equal benefit of them, that everyone may be apprised not only of what the company will exact from him for a particular service, but what it exacts of everyone else for the same service, so that in fixing his own prices he may know precisely with what he has to compete. The passenger has no right to buy tickets with services, advertising, leases, or property, nor can the railroad buy services, releases, property, or advertising with transportation. The statute manifestly means that the purchase of a transportation ticket by a passenger and its sale by the company shall be consummated only by the former paying *cash* and by the latter receiving *cash* of the amount specified in the published tariffs."

The court, in following the view previously expressed by the Commission, finally settles the important point of law that transportation service is payable for in money and in money only.

The more important points of law involved in the cases not yet concluded will appear from the following indictments:

In the northern district of Ohio an indictment for discrimination and concessions from rates has been returned against the Hocking Valley Railroad Co. and Sunday Creek Coal Co., based upon the practice of allowing very large credit to a favored shipper. In this case, at the time of indictment, the shipper was in debt to the railroad company to the amount of more than $2,400,000 for unpaid freight moneys. Both shipper and carrier were indicted on the theory that such an extension of credit is in itself a departure from the published tariffs, and upon the further theory that when credit is extended to some shippers and not to others it constitutes discrimination.

In the same district there are pending indictments charging conspiracy to defeat the published rate against the following: Pennsylvania Co.; Ohio & Western Pennsylvania Dock Co.; D. T. Mc-

Cabe; Dan R. Hanna; R. L. Ireland; Pittsburgh & Conneaut Dock Co.; Lake Shore & Michigan Southern Railway Co.; Angeline Dock Co.; Mahoning & Shenango Dock Co.; Union Dock Co.; and the Ashtabula Dock Co.

There are also pending rebate indictments against the following carriers: Pennsylvania Co.; Lake Shore & Michigan Southern Railway Co.; New York, Chicago & St. Louis Railroad Co.; Pittsburgh & Lake Erie Railroad Co.; and the Bessemer & Lake Erie Railroad Co.

These various indictments involve the practice of carriers leasing their docks or valuable terminal facilities to favored shippers handling traffic over said docks. Under the terms of such a lease the favored shipper operates the docks and receives an allowance and certain other advantages discriminatory in effect, and prohibited by the act to regulate commerce.

The above indictments are the result of a general investigation by the Commission through its Division of Inquiry into the practice of certain carriers of leasing their docks and terminal facilities, not only at lake ports, but at gulf and ocean ports as well. The action of the carriers in this respect is in effect an attempt to relieve themselves from the duty of operating such terminal facilities and thereby to place such facilities beyond the jurisdiction of this Commission. In fact, some carriers at seaboard points contend that their docks or terminals used in delivering traffic to ship side are private property and not subject to the jurisdiction of this Commission. This view was taken by the carrier in an investigation held at Pensacola, Fla., where it was developed that the carrier published rates to and from the end of its wharf and accepted and delivered traffic for certain favored shippers on the basis of such published rates, but reserved the right to deny the use of such terminals to other shippers, contending that not only the wharves but the tracks of the common carrier extending from the general-delivery tracks in Pensacola to the wharves are the carrier's private facilities.

On November 16, in the southern district of New York, indictments were brought against Thomas S. Jarvis, vice president, and Clarence A. Blood, freight traffic manager of the Lehigh Valley Railroad Co., and Robert B. Ways, foreign freight agent of the Baltimore & Ohio Railroad Co., charging the giving of rebates. Indictments were also reported against George W. Sheldon and Henry W. Ackhoff, president and vice president, respectively, of Geo. W. Sheldon & Co.; Jules E. Bernard, of Bernard, Judae & Co., of Chicago; Maurice Ascher, of Gallagher & Ascher, of Chicago; Oscar F. Kosche; August Bontoux, president of the International Forwarding Co.; Albert E. Graser, president of the American Shipping Co.; all of Chicago; United States Express Co. and Joseph S. Bigger,

manager of the foreign department of the United States Express Co.; charging the receiving of rebates.

These indictments are founded on the doctrine established in the recent proceedings against Adrian Gips, of the Holland-American Steamship Line, to the effect that refunds, paid under the guise of commissions for securing import traffic, to persons controlling the routing of shipments, are unlawful rebates, even though the persons receiving the same are not the owners of the shipments. In the Gips case the right to route shipments had been given to the steamship company by the owners of the goods in consideration of the guaranty of a lower through rate to the ultimate destination. Through its agent the steamship company later collected from various railroads 10 or 15 per cent of the gross rate for rail transportation under the guise of a commission for soliciting this business. Similar facts underlie these new indictments. The direct recipients of payments, instead of being agents of the carriers, as they purport to be, are in fact New York forwarding agents for western shippers. As agents of the shippers the forwarders make contracts for shipments from Europe to interior points in the United States and deal with the carriers on the same basis as if they actually owned the goods. The evidence being conclusive that these forwarders are agents of the shippers, this precludes the defense that they are agents of the carriers. By this arrangement the consignee and the forwarding agent share in a fund which results from what is in effect a reduction of the lawful tariff rates for transportation. It appears that the tonnage carried under this illegal device is very large. The Government has indicted the individual consignees, forwarding agents, and railroad officials implicated, rather than the corporations, feeling that the extent of the practice and its persistence warrants such treatment as will most speedily eliminate such devices for defeating the law.

One of the important investigations carried on by the Division of Inquiry was into the matter of substitution of tonnage in transit. It was developed beyond question that the carriers were failing to properly police and supervise the transit privileges granted by them and also that shippers were substituting tonnage at many transit points in such a way as to defeat published rates. This unlawful practice has been in effect for a number of years and has come to be looked upon by some shippers and carriers as a commercial necessity. This fact has made it difficult to bring about immediate reforms and to readjust rates on a new basis. Much has been done, however, in this direction. It has been found that in certain sections of the country both the carrier and the shipper have made an honest effort to comply with the law as viewed by the Commission, but in other sections it appears that no progress whatever has been made in the direction of reform. In fact, the Division of Inquiry is in possession of evi-

dence showing flagrant substitution, and the Commission in such cases has requested criminal prosecution against both the carrier and shipper. This policy will be followed by the Commission until these unlawful practices are eliminated.

Many investigations have been made during the year which have disclosed practices not of sufficient gravity to warrant prosecution, but which nevertheless have been of such doubtful propriety that the Commission has requested that they be corrected or discontinued.

The evils most difficult to detect and to prove to-day are those arising out of the community of interest of certain carriers and industrial corporations. The ownership of industrial corporations by carriers and of carrier corporations by industrials is frequently taken advantage of to defeat that equality between shippers which the act contemplates. This is accomplished by unreasonable divisions of joint rates, forced upon the carrier by powerful shippers who control industrial railroads. Such arrangements may be legal in form, although certainly illegal in effect. We find that a certain number of large industrial concerns control tracks and terminal facilities nominally owned by small railroad corporations which do not rise to the dignity of common carriers, but which are treated as such by the connecting carriers. As a result, the connecting carriers make a switching allowance or a division of the joint rate to such terminal lines, which practice unquestionably results in discrimination and places the industrial at an advantage in the market. Another form of discrimination is found in the leasing of property by carriers to shippers for a nominal consideration with a further agreement that all shipments made by the lessee shall be routed over the lines of the lessor.

It becomes increasingly evident that entire freedom from discrimination can be secured only by a complete separation of the business of transportation from every form of commercial or industrial enterprise.

INDICTMENTS RETURNED SINCE DECEMBER 1, 1910.

1. *United States* v. *American Chicle Co.* (district court, southern Louisiana).—November 25, 1911, indictment returned for false billing of shipments of chewing gum from New Orleans to western points.

2. *United States* v. *Angeline Dock Co. and Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat the published rates on shipments of ore from Lake Erie ports.

3. *United States* v. *Maurice Ascher* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Baltimore & Ohio Railroad Co. on import shipments (5 counts).

4. *United States* v. *Ashtabula Dock Co. and Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat the published rates on shipments of ore from Lake Erie ports.

5. *United States* v. *Atlantic Coast Line Railroad Co.* (district court, southern Georgia).—December 2, 1910, indictment for granting concession on shipments of grain from Philadelphia to Jacksonville, Fla. (7 counts).

6. *United States* v. *Jules E. Bernard* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Baltimore & Ohio Railroad Co. on import shipments (5 counts).

7. *United States* v. *Bessemer & Lake Erie Railroad Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for granting rebates on shipments of ore from Lake Erie ports (28 counts).

8. *United States* v. *August Bontoux* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Baltimore & Ohio Railroad Co. on import shipments (3 counts).

9. *United States* v. *G. H. Bruington* (district court, Colorado).—December 19, 1910, indictment returned for unlawfully using an interstate pass.

10. *United States* v. *Ernest C. Callopy* (district court, southern Ohio).—February 9, 1911, indictment returned for illegal use of interstate pass (3 counts).

11. *United States* v. *Carrier, Low & Co.* (district court, northern Illinois).—April 19, 1911, indictment returned for false billing of shipments via the Elgin, Joliet & Eastern Railway.

12. *United States* v. *Cassell and Elliott* (district court, southern West Virginia).—November 21, 1911, indictment returned for accepting free of charge the transportation of merchandise over the Norfolk & Western Railway (18 counts).

13. *United States* v. *L. J. Deets* (district court, Oregon).—October 3, 1911, indictment returned for the unlawful use of an interstate pass.

14. *United States* v. *Delaware, Lackawanna & Western Railroad Co.* (district court, western New York).—November 27, 1911, indictment returned for violation of commodities clause in transporting hay from Buffalo, N. Y., to Scranton, Pa., free of charge—"company use."

15. *United States* v. *Elmer J. Donahue* (district court, Utah).—August 12, 1911, indictment returned for obtaining an interstate pass under an assumed name.

16. *United States* v. *Elgin, Joliet & Eastern Railway Co.* (district court, northern Ohio).—April 19, 1911, indictment returned for knowingly accepting and transporting shipments at less than legal rates.

17. *United States* v *Elm Farm Milk Co.* (district court, Massachusetts).—May 26, 1911, indictment returned for receiving transportation of milk at less than the legal rate from a point in Connecticut to Boston (60 counts).

18. *United States* v. *Esser Coal & Coke Co.* (district court, western Virginia).—August 14, 1911, indictment returned for false billing.

19. *United States* v. *William Fitzsimmons and Albert Martin* (district court, Connecticut).—April 20, 1911, indictment returned for unlawful use of pass.

20. *United States* v. *Albert E. Graser* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Baltimore & Ohio Railroad Co. on import shipments (3 counts).

21. *United States* v. *Thomas N. Jarvis, Vice President, and Clarence A. Blood, Freight Traffic Manager of the Lehigh Valley Railroad Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments (4 counts).

22. *United States* v. *Herman Kort* (district court, northern Alabama).—April 27, 1911, indictment returned for false billing.

23. *United States* v. *Oscar F. Kosche* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Baltimore & Ohio Railroad Co. on import shipments (4 counts).

24. *United States* v. *Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for giving rebates on shipments of ore from Lake Erie ports.

25. *United States* v. *Robert Lipscomb* (district court, northern Alabama).—April 27, 1911, indictment returned for false billing.

26. *United States* v. *Mahoning & Shenango Dock Co. and Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat published rates on shipments of ore from Lake Erie ports.

27. *United States* v. *Merchants & Miners Transportation Co.* (district court, southern Georgia).—December 2, 1910, indictment returned for granting of concession on shipments of grain from Philadelphia to Jacksonville, Fla. (14 counts).

28. *United States* v. *Merchants & Miners Transportation Co.* (district court, southern Georgia).—December 2, 1910, indictment returned for granting of concession on shipments of grain from Philadelphia to Jacksonville, Fla. (7 counts).

29. *United States* v. *Merchants & Miners Transportation Co.* (district court, southern Georgia).—December 2, 1910, indictment returned for granting of concession on shipments of grain from Philadelphia to Jacksonville, Fla. (3 counts).

30. *United States* v. *Harvie C. Miller and Morris F. Miller* (district court, southern Georgia).—December 2, 1910, indictment returned for accepting rebate on shipments of grain from Philadelphia to Jacksonville, Fla. (7 counts).

31. *United States* v. *Harvie C. Miller and Morris F. Miller* (district court, southern Georgia).—December 2, 1910, indictment returned for accepting concession on shipments of grain from Philadelphia to Jacksonville, Fla. (3 counts).

32. *United States* v. *New Orleans & Northeastern Railroad Co.* (district court, southern Mississippi).—September 19, 1911, indictment returned for accepting concession on shipments of coal for company use from points in Alabama to Meridian, Miss.

33. *United States* v. *New Orleans & Northeastern Railroad Co.* (district court, southern Mississippi).—September 19, 1911, indictment returned for accepting concession on shipments of coal for company use from points in Alabama to Meridian, Miss.

34. *United States* v. *New Orleans & Northeastern Railroad Co.* (district court, southern Mississippi).—September 19, 1911, indictment returned for falsification of records.

35. *United States* v. *New York, Chicago & St. Louis Railroad Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for giving rebates on shipments of ore from Lake Erie ports (6 counts).

36. *United States* v. *New York, New Haven & Hartford Railroad Co.* (district court, Massachusetts).—May 26, 1911, indictment returned for the transportation of milk at less than legal rate from a point in Connecticut to Boston (60 counts).

37. *United States* v. *Norfolk & Western Railway Company* (district court, southern West Virginia).—November 21, 1911, indictment returned for transporting free of charge merchandise for Cassell & Elliott (18 counts).

38. *United States* v. *Elop P. Norman* (district court, Minnesota).—December 6, 1910, indictment returned for securing free transportation for person not dependent on defendant.

39. *United States* v. *Pennsylvania Company* (district court, northern Ohio).—April 26, 1911, indictment returned for giving rebates on shipments of ore from Lake Erie ports (35 counts).

40. *United States* v. *Pennsylvania Company, Ohio & Western Pennsylvania Dock Company, D. T. McCabe, Dan R. Hanna, and R. L. Ireland* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat published rates on shipments of ore from Lake Erie ports.

41. *United States* v. *Pennsylvania Railroad Co.* (district court, western Pennsylvania).—April 11, 1911, indictment returned charging failure to collect demurrage charges from the Cambria Steel Co. (20 counts).

42. *United States* v. *Pittsburgh & Conneaut Dock Co. and Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat published rates on shipments of ore from Lake Erie ports.

43. *United States* v. *Pittsburgh & Conneaut Dock Company and Bessemer & Lake Erie Railroad Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat published rate on shipments of ore from Lake Erie ports.

44. *United States* v. *Pittsburgh & Lake Erie Railroad Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for giving rebates on shipments of ore from Lake Erie ports (28 counts).

45. *United States* v. *Pittsburgh & Lake Erie Railroad Co.* (district court, western Pennsylvania).—April 10, 1911, indictment returned for failure to collect demurrage charges from Carnegie Steel Co. (20 counts).

46. *United States* v. *Seaboard Air Line Railway* (district court, southern Georgia).—December 2, 1910, indictment returned for granting concession on shipments of grain from Philadelphia to Jacksonville, Fla. (14 counts).

47. *United States* v. *Geo. W. Sheldon and Henry W. Ackhoff* (district court, southern New York).—November 16, 1911, indictment returned for accepting rebates from the Lehigh Valley Railroad Co. on import shipments.

48. *United States* v. *Claude H. Smith* (district Montana).—December 21, 1910, indictment returned for fraudulently collecting more than published rate.

49. *United States* v. *South Georgia Railroad Co.* (district court, southern Georgia).—June 15, 1911, indictment returned for transporting pipe at less than the legal rate from Adel, Ga., to Perry, Fla.

50. *United States* v. *Southern Excelsior Co.* (district court, eastern Virginia).—October 3, 1911, indictment returned for false billing of shipments of excelsior.

51. *United States* v. *E. B. Taylor & Company* (district court, eastern Virginia).—April 7, 1911, indictment returned for false billing.

52. *United States* v. *J. C. Todd* (district court, Montana).—May 17, 1911, indictment returned for fraudulently collecting more than published rate.

53. *United States* v. *Union Dock Company and Lake Shore & Michigan Southern Railway Co.* (district court, northern Ohio).—April 26, 1911, indictment returned for conspiracy to defeat published rates on shipments of ore from Lake Erie ports.

54. *United States* v. *United States Express Co. and Jos. S. Bigger* (district court, southern New York).—November 16, 1911, indictment returned for receiving rebates from the Baltimore & Ohio Railroad Co. on import shipments (3 counts).

55. *United States* v. *Vassar Hay & Produce Company* (district court, eastern Michigan).—May 19, 1911, indictment returned for underbilling of shipments of hay (4 counts).

56. *United States* v. *R. J. Washburn* (district court, southern California).—January 6, 1911, indictment returned for unlawful use of interstate pass.

57. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments (5 counts).

58. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for giving rebates on import shipments (5 counts).

59. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments (4 counts).

60. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments.

61. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments.

62. *United States* v. *Robert B. Ways, Foreign Freight Agent of the Baltimore & Ohio R. R. Co.* (district court, southern New York).—November 16, 1911, indictment returned for granting rebates on import shipments.

PROSECUTIONS CONCLUDED SINCE DECEMBER 1, 1910.

United States v. *Atlantic Coast Line Railroad Co.* (southern district of Georgia).—Indicted for granting concessions on shipments of grain from Philadelphia to Jacksonville, Fla. December 2, 1910, indictment returned. March 17, 1911, plea of guilty and fine of $2,000 imposed.

United States v. *Bethlehem Steel Co.* (eastern district of Pennsylvania).—Indicted for receiving concessions from demurrage charges due the Philadelphia & Reading Railway Co. March 28, 1910, indictment returned. June 15, 1910, verdict of guilty and fine of $20,000 imposed. Case affirmed in circuit court of appeals on June 14, 1911.

United States v. *Bethlehem Steel Co.* (eastern district of Pennsylvania).—Indicted for receiving concessions from demurrage charges from the Philadelphia & Reading Railway Co. March 28, 1910, indictment returned. June 15, 1910, verdict of guilty and fine of $20,000 imposed. Case affirmed in circuit court of appeals on June 14, 1911.

United States v. *G. H. Bruington* (district of Colorado).—December 19, 1910, indicted for unlawfully using an interstate pass. December 20, 1910, plea of guilty and fine of $100 imposed.

United States v. *Buffalo & Susquehanna R. R. Co. and Erie Railroad Co.* (western district of New York).—Indicted for giving concessions on shipments of coal to the Buffalo & Susquehanna Coal Mining Co. May 24, 1909, indictment returned. May 11, 1911, nolle-pros entered.

United States v. *Ernest C. Callopy* (southern district of Ohio).—Indicted for illegal use of interstate pass. February 9, 1911, indictment returned. October 3, 1911, plea of guilty and fine of $300 imposed.

United States v. *Carrier, Low & Co.* (northern district of Illinois).—Indicted for false billing of shipments via the Elgin, Joliet & Eastern Railway. April 19, 1911, indictment returned. June 21, 1911, plea of guilty and fine of $2,000 imposed.

United States v. *Delaware & Hudson Co.* (northern district of New York).—Indicted for rebating to the General Electric Co. January 10, 1906, indictment returned. June 1, 1911, indictment dismissed on motion of defendant.

United States v. *L. J. Dcets* (district of Oregon).—Indicted for unlawful use of interstate pass. October 3, 1911, indictment returned. October 25, 1911, plea of guilty entered and fine of $100 imposed.

United States v. *Elm Farm Milk Co.* (district of Massachusetts).—Indicted for receiving transportation of milk from a point in Connecticut to Boston at less than legal rate. May 26, 1911, indictment returned. June 14, 1911, plea of guilty entered and fine of $5,000 and $300 costs imposed.

United States v. *Esser Coal & Coke Co.* (western district of Virginia).—Indicted for misbilling. August 14, 1911, indictment returned. August 16, 1911, plea of guilty and fine of $25 imposed.

United States v. *Evansville Hoop & Stave Co. and J. H. Weber* (western district of Kentucky).—Indicted for obtaining rebates on shipments of staves. November 29, 1910, indictment returned. March 13, 1911, plea of guilty and fine of $500 imposed against each defendant.

United States v. *Lehigh Valley Railroad Co.* (eastern district of Pennsylvania).—Indicted for giving concessions from demurrage charges. March 16, 1910, indictment returned. June 15, 1910, verdict of guilty and fine of $20,000 imposed. June 14, 1911, case affirmed in circuit court of appeals.

United States v. *Lehigh Valley Railroad Co.* (eastern district of Pennsylvania).—Indicted for giving concessions from demurrage charges. March 16, 1910, indictment returned. June 15, 1910, verdict of guilty and fine of $20,000 imposed. June 14, 1911, case affirmed by circuit court of appeals.

United States v. *Louisville, Henderson & St. Louis Ry. Co. and Lucien J. Irwin* (western district of Kentucky).—Indicted for giving rebate on a shipment of lime. December 2, 1909, indictment returned. December 3, 1910, defendant company entered plea of guilty and fine of $1,000 imposed. Nolle-pros entered against Irwin.

United States v. *Louisville, Henderson & St. Louis Railway Co. and Lucien J. Irwin* (western district of Kentucky).—Indicted for giving rebates to American Tobacco Co. on shipments of unmanufactured tobacco. December 2, 1909, indictment returned. December 3, 1910, defendant railroad company pleaded guilty and was fined $2,000 and costs. Nolle-pros entered against Irwin.

United States v. *Merchants & Miners Transportation Co.* (southern district of Georgia).—Indicted for granting of concessions on shipments of grain from Philadelphia to Jacksonville, Fla. December 2, 1910, indictment returned. March 25, 1911, verdict of guilty.

United States v. *Merchants & Miners Transportation Co.* (southern district of Georgia).—Indicted for granting concessions on shipments of grain from Philadelphia to Jacksonville, Fla. March 25, 1911, verdict of guilty.

United States v. *Merchants & Miners Transportation Co.* (southern district of Georgia).—December 2, 1910, indictment returned for granting concessions on shipments of grain from Philadelphia to Jacksonville. March 25, 1911, verdict of guilty.

(Above three cases were consolidated and fine of $20,000 imposed.)

United States v. *Harvie C. Miller and Morris F. Miller* (southern district of Georgia).—Indicted for accepting concessions on shipments of grain from Philadelphia to Jacksonville, Fla. December 2, 1910, indictment returned. March 24, 1911, defendants' demurrer sustained on one point. Case appealed to Supreme Court.

United States v. *Harvie C. Miller and Morris F. Miller* (southern district of Georgia).—Indicted for accepting concessions on shipments of grain from Philadelphia to Jacksonville, Fla. December 2, 1910, indictment returned. March 24, 1911, defendants' demurrer sustained on one point. Case appealed to Supreme Court of the United States.

United States v. *Montpelier & Wells River Railroad Co.* (district of Vermont).—Indicted for false billing of coal. June 15, 1910, indictment returned. July 27, 1910, verdict of guilty and fine of $1,000 imposed. October 12, 1910, case appealed to circuit court of appeals, which reversed the verdict of lower court.

United States v. *New York Central & Hudson River Railroad Co.* (northern district of New York).—Indicted for giving rebates to General Electric Co. January 10, 1906, indictment returned. June 1, 1911, indictment dismissed.

United States v. *New York Central & Hudson River Railroad Company* (western district of New York).—Indicted for granting concessions on oil shipped from Olean, N. Y., to Burlington, Vt. September 6, 1907, indictment returned. March 15, 1911, conviction and fine of $15,000.

United States v. *New York Central & Hudson River Railroad Co.* (western district of New York).—Indicted for granting concessions on oil shipped from Olean, N. Y., to Burlington, Vt. August 9, 1907, indictment returned. March 15, 1911, conviction and fine of $20,000 imposed.

United States v. *New York Central & Hudson River Railroad Co.* (western district of NewYork).—Indicted for granting concessions on oil shipped from Olean, N. Y., to Rutland and Bellows Falls, Vt. August 9, 1907, indictment returned. March 15, 1911, nolle-pros entered.

United States v. *New York Central & Hudson River Railroad Co. and Pennsylvania Railroad Co.* (western district of New York).—Indicted for granting concessions on shipments of oil from Olean, N. Y., to Burlington, Vt. August 9, 1907, indictment returned. March 15, 1911, nolle-pros entered.

United States v. *New York Central & Hudson River Railroad Co. and Pennsylvania Railroad Co.* (western district of New York).—Indicted for granting concessions on shipments of oil from Olean, N. Y., to Burlington, Vt. August 9, 1907, indictment returned. March 15, 1911, nolle-pros entered.

United States v. *Pennsylvania Railroad Co.* (western district of New York).—Indicted for giving concession to Standard Oil Co. August 10, 1906, indictment returned. March 15, 1911, nolle-pros entered.

United States v. *Pennsylvania Railroad Co.* (western district of Pennsylvania).—Indicted for failure to collect demurrage charges from Cambria Steel Co. April 11, 1911, indictment returned. September 6, 1911, plea of of nolo contendere entered and fine of $1,000 imposed.

United States v. *Pennsylvania Railroad Company* (western district of New York).—Indicted for granting concessions on oil shipped from Olean, N. Y., to Burlington, Vt. August 9, 1907, indictment returned. March 15, 1911, nolle-pros entered.

United States v. *Pennsylvania Railroad Co.* (western district of New York).—Indicted for granting concessions on oil shipped from Olean, N. Y., to Rutland and Bellows Falls, Vt. August 9, 1907, indictment returned. March 15, 1911, conviction and fine of $20,000.

United States v. *Philadelphia & Reading Railway Co.* (district court, eastern Pennsylvania).—June 15, 1909, indictment returned for giving a less rate than the filed and published rate on a shipment of sugar en route from Hamburg, Germany, to Alberta, Canada. March 24, 1911, acquittal.

United States v. *Philadelphia & Reading Railway Co.* (eastern district of Pennsylvania).—Indicted for failure to observe legal rates with respect to collection of demurrage. March 16, 1910, indictment returned. June 15, 1910, trial and verdict of guilty. Fine of $20,000 imposed. June 14, 1911, case affirmed by circuit court of appeals.

United States v. *Philadelphia & Reading Railway Co.* (eastern district of Pennsylvania).—Indicted for failure to observe legal rates with respect to col-

lection of demurrage. March 16, 1910, indictment returned. June 15, 1910, trial and verdict of guilty. Fine of $20,000 imposed. June 14, 1911, case affirmed by circuit court of appeals.

United States v. *Pittsburgh & Lake Erie Railroad Co.* (western district of Pennsylvania).—Indicted for failure to collect demurrage charges from the Carnegie Steel Co. April 10, 1911, indictment returned. August 29, 1911, plea entered of nolo contendere and fine of $1,000 imposed.

United States v. *Seaboard Air Line Railway* (southern district of Georgia).—Indicted for granting concession from legal rate on shipments of grain from Philadelphia to Jacksonville, Fla. December 2, 1910, indictment returned. Plea of guilty and fine of $2,000 imposed.

United States v. *Claude H. Smith* (district of Montana).—Indicted for fraudulently collecting more than published rate. December 21, 1910, indictment returned. December 31, 1910, plea of guilty and fine of $200 imposed.

United States v. *E. B. Taylor Co.* (eastern district of Virginia).—Indicted for false billing. April 7, 1911, indictment returned. October 12, 1911, verdict of not guilty.

United States v. *Texas & Pacific Railway Company* (eastern district of Louisiana).—Indicted for overcharges on shipments of hay. May 20, 1910, indictment returned. January 28, 1911, verdict of guilty and fine of $400 imposed.

United States v. *Texas & Pacific Railway Company* (eastern district of Louisiana).—Indicted for overcharges on shipments of hay. May 20, 1910, indictment returned. January 28, 1911, verdict of guilty and fine of $100 imposed.

United States v. *Vassar Hay & Produce Co.* (eastern district of Michigan).—Indicted for underbilling of shipments of hay. May 19, 1911, indictment returned. September 26, 1911, plea of guilty and fine of $1,000 imposed.

THE FOURTH SECTION.

By the act approved June 18, 1910, the fourth section, ordinarily known as the "long and short haul clause," was amended. The amendments thereto have raised important questions and have cast upon the Commission a great amount of work, and it seems proper to indicate in a general way what is being done under the amended section.

The original section provided that no carrier should charge more for the short than for the long distance under "substantially similar circumstances and conditions," and one amendment of June 18, 1910, was the omission of these words. A new provision also was inserted prohibiting carriers from charging "any greater compensation as a through route than the aggregate of the intermediate rates subject to the provisions of this act."

Under the terms of the amended section the Commission is given authority to relieve carriers from the operation of the statute, and one of the first questions presented was whether this power of relief extended both to the charging of the higher intermediate rate and to the charging more for the through service than the sum of the intermediate rates. Every practical reason requiring the exercise of the relieving authority in the first instance applies, apparently, in

the second, and the Commission was of the opinion and held that it might grant permission to charge more for the through service than the combination of the intermediate rates, as well as to impose a higher rate at the nearer point.

The amended act was approved June 18, 1910, and was by its terms to take effect 60 days from the date of its approval. The fourth section provided that no rates or fares in force at the time of the adoption of the amendment should be required to be changed by reason thereof for six months, nor until the application of the carriers for relief, when filed with the Commission, had been acted upon. It was the opinion of the Commission under this phraseology that carriers had until February 17, 1911, in which to file applications for relief from the fourth section, and that they were protected by these applications until each application had been investigated and acted upon by the Commission. Nothing could be done until February 17, 1911, since the statute did not require changes in rates until that date.

Previous to February 17, 1911, 5,030 applications for relief under the fourth section were filed; since that date 693 additional applications have been made. Many of these applications are exceedingly voluminous and intricate, involving thousands of rates and many different situations.

The amended section, after prohibiting, in general terms, the charging of more for the short than for the long haul, or more for the through charge than the sum of the intermediate rates or fares, provides "that upon application to the Interstate Commerce Commission such common carrier may in special cases, after investigation, be authorized by the Commission to charge less for longer than for shorter distances for the transportation of passengers or property; and the Commission may from time to time prescribe the extent to which such designated common carrier may be relieved from the operation of this section."

This language, considered by itself, gives the Commission arbitrary authority to grant relief in one case and refuse it in another, but it was our opinion that Congress intended to impose upon the Commission in the exercise of this jurisdiction the duty to observe the rules laid down in the other parts of the act, particularly in the first and the third sections; that it was incumbent upon us to grant the relief asked for when in our opinion the resulting rates or fares would not be unjust and unreasonable, in violation of the first section, or unduly discriminatory, in violation of the third section.

Under this holding it is the duty of the Commission to investigate every application filed and to determine the issue of fact presented. Each application becomes a formal complaint—in fact,

many applications resolve themselves into numerous complaints, since one application may present several different issues. When it is remembered that up to the present time only 4,570 formal complaints have been filed before the Commission during its entire existence it will be seen that a very great amount of work is added by this amendment.

FOURTH SECTION BOARD.

For the purpose of assisting in this work, what is known as the Fourth Section Board was organized. The duties of this board are to file and digest the different applications, presenting to the Commission a brief statement of the situation involved in each application.

The members of the board are examiners of the Commission, with authority to take testimony touching the applications before us, and they have taken and will in some instances take such testimony. In disposing of these applications almost every one must of necessity be set down for hearing and will involve the taking of evidence. The more important applications are heard by the Commission itself, and in all cases, whether the testimony is taken by an examiner or a commissioner, parties have the right to present their views to the full Commission in argument.

RATES OF THE SAME KIND COMPARED WITH EACH OTHER.

There are in the United States different kinds of rates and fares applying to different kinds of transportation. Looking to passenger fares, the regular one-way fare is higher usually than the excursion fare, and much higher than the commutation fare. In freight matters there are the export rate and the import rate, which are usually lower than the regular domestic rates; the proportional rate, which is lower than the local rate; etc. One of the first questions presented to the Commission in cases involving an alleged violation of the fourth section was whether one kind of rates could be compared with another.

The Commission held that this should not be done; that in inquiring whether the fourth section was violated rates of the same kind should be compared with each other—that is, export rates should be compared with export rates, local passenger fares with local passenger fares, commutation fares with commutation fares, etc. It did not seem credible that Congress could have intended to make the charging of a commutation fare, for instance, from a more distant point lower than the local fare from an intermediate point presumptively unlawful.

PASSENGER APPLICATIONS.

Of the 5,030 applications filed, 290 referred to passenger fares. The questions presented by the latter applications are usually different from those where freight rates are involved and may be considered

separately. An analysis of the different applications filed shows that the reasons upon which the applications are based may be for the most part classified under three general heads:

1. Many States require the application of a strict mileage rate in the construction of passenger tariffs. In the application of these mileage scales fractions of a cent are disregarded.

Carriers in the construction of their interstate tariffs have very generally named rates in multiples of five, and it follows that in those States where a strict mileage scale is applied the fare of the carrier often exceeds the sum of the intermediate fares by less than 5 cents. Many carriers requested permission to continue constructing their fares in multiples of five, although the intermediate clause of the fourth section would thereby be violated. The Commission has in all cases refused this permission. While it might be slightly more convenient to the carriers to construct their tariffs and handle their tickets upon that basis, we did not feel that this was a case in which we were justified in setting aside the mandate of the statute.

2. Many applications are based upon the desire of the circuitous route to meet the charge made by the short line. Passenger fares are usually constructed upon a mileage scale, and if therefore the distance between two points by one line exceeds that by another the resulting fare by the long line would be more than by the short line. If, for example, the rate of fare were 3 cents a mile and the distance between two points was 200 miles by one line and 250 miles by another, the resulting fares would be $6 by the short line and $7.50 by the long line. If the long line handles any of the business it must do so at the same fare with the short line, and it habitually makes that fare.

Now, it is evident that for the last 50 miles by the long-line passenger fares constructed upon the mileage basis would exceed in all case $6. Ordinarily the carrier does not attempt to maintain a higher passenger fare at the intermediate point, since the passenger can buy his ticket to the more distant point and get off at the intermediate point, but some carriers do maintain the higher intermediate fare, and all carriers, whenever an intermediate point is also a junction point, construct the fare through that point by using, not the actual fare which has been scaled down to the long-distance fare, but the fare which would result by applying the mileage scale to that point. This last aspect of the matter is by far the most important.

The Commission has permitted the circuitous route to meet the rate of the short line without reference to its intermediate fares, provided those fares are constructed upon the ordinary basis, and are therefore presumptively reasonable, and has further permitted the circuitous line to use what would be its full local fare to the junction point in constructing its fares to points beyond.

We have defined, in the practical application of this rule, a circuitous line as one which exceeds the short line by at least 15 per cent and by at least 6 miles.

3. A few years ago many States, usually by direct legislative enactment, established 2-cent passenger fares. Fares in effect at the time of these enactments were for the most part upon a basis of from 2½ to 3 cents a mile. In most cases the railroads comply with the State requirement by establishing 2-cent fares between points within the State, but continue their interstate fares as they had been before.

From this it results that there are a very great number of instances in which the sum of the intermediate fares is less than the through interstate fare, and we have been asked by the carriers to relieve them from the requirement of the fourth section in this respect, upon the ground that the State fares which they have been compelled to establish are unjust and unreasonable.

There are also many cases in which the carrier has been obliged to establish an interstate fare in competition with a State fare, so that the sum of the intermediate fares, when the interstate fare is one of the intermediate fares, is less than the aggregate through fare, but this is really a part of the same situation.

The Commission felt that finally State fares and interstate fares should be brought to the same basis if that could be justly done, but inasmuch as these 2-cent fares were in many cases in process of litigation it seemed best, before undertaking any investigation upon our own part into the reasonableness of the passenger fares involved, to grant the carriers time in which to bring this litigation to a conclusion. In disposing of this matter the Commission said:

> It seems to us that as a final and permanent condition State passenger fares ought not to be less than interstate fares. There are many instances where the long-distance interstate service is superior to the local State service, and in such cases it is possible that a higher fare might be charged in consideration of the character of the service rendered. In such cases it may not only be proper but commendable to charge those passengers who enjoy the superior service a higher rate of transportation. But it can hardly be said that a general higher level of interstate than State fares can be justified upon this basis.
>
> The carriers assert that these 2-cent-fare statutes are unreasonable and invalid, that in some instances State commissions in this or similar territory have held that 2½ cents per mile was sufficiently low, and that when this matter is made the subject of investigation by a competent tribunal a similar conclusion will be reached. They further say that in several instances proceedings are now pending to try the lawfulness of these statutes, and that similar proceedings will be begun in all cases. They ask that sufficient time be given to test the validity of these statutes. It may be further noted that one or more of the cases now pending in court involve the right of a State to establish a State fare which of necessity influences an interstate fare.
>
> This Commission has never examined the reasonableness of passenger fares in this territory, and it neither has nor expresses any opinion upon that subject. It is of the opinion that these carriers have been remiss in not having

sooner instituted the necessary legal proceedings if they propose doing so at all. It believes that finally State and interstate fares should be brought to the same general level, except where transportation conditions may justify a difference. Looking to this end and with a view to giving carriers time within which to take steps to test the lawfulness of these 2-cent enactments, if they desire, we shall permit until May 1, 1912, the maintenance of those interstate fares referred to in these applications which exceed the combination of intermediate interstate fares.

If carriers are not successful in this litigation it will become a very important question whether the Commission shall permit the maintenance of a higher aggregate charge than the sum of these intermediate State fares. We have held that the Commission has no arbitrary authority to grant or refuse relief under the fourth section, but must be guided by the same principles which control our administration of the first and third sections. It may therefore become our duty to inquire whether the higher interstate charges are upon the whole just and reasonable.

It seems probable that before the expiration of another year passenger fares will have been generally brought within the requirements of the fourth section; that is, no higher fare will be imposed for the shorter distance and no greater charge will be made for the through transportation than the sum of the intermediate fares except in those instances where specific permission has been granted by the Commission. It is impossible to say at this time just what the reductions or changes in fares affected by the amended fourth section will amount to.

FREIGHT APPLICATIONS.

The reasons upon which applications involving freight rates are based can also be thrown into certain general classes.

1. Many carriers name rates from points of production or to points of consumption without the naming of corresponding rates to intermediate points. Such rates would be made, for example, from a cement mill or a phosphate-rock mine. The class rate from an intermediate point would be higher than the commodity rate from the more distant point, and hence would arise a violation of the fourth section.

Carriers insist that it would involve a great amount of useless labor and expense in the printing and filing of tariffs, provided rates of this character were to be named from and to all intermediate points, without any benefit whatever to the public, since there usually is no occasion for the use of these rates. The Commission agreed to this view and permitted carriers to continue the publication of commodity rates from isolated points of production or to isolated points of consumption upon condition that they would embody in their tariffs a statement that similar rates would be named upon reason-

able application therefor to and from any intermediate point. By this arrangement the carrier is saved the necessity of printing and posting a great mass of tariffs and the public is given the benefit of the rate provided it is actually desired.

2. At many points carriers absorb switching charges upon carload freight when the traffic originates at competitive points and decline to absorb such charges when the shipment is from a noncompetitive point. Since the competitive point is often more distant than the local and noncompetitive point, it is evident that the total charges paid by the shipper would be greater from the noncompetitive point, where he must pay the switching charges, than from the competitive point, where the switching charges are paid by the carrier. An important question was whether the Commission would consider these switching charges in determining whether the fourth section was violated.

We were of the opinion that the switching charges must be considered, since the through charge from the point of origin to final destination is involved, but we were further of the opinion that under all the circumstances carriers ought to be relieved from the rule of the fourth section in cases where a violation of that section results from the absorption of such switching charges. It has been our observation that where carriers absorb such charges from competitive points it finally comes to pass that they are absorbed from all points, and that no considerable discrimination is felt by shippers through the absorption of such switching charges. It has seemed to us that, on the whole, the interest of the general public required a continuance of this practice. Should appreciable discrimination result in any particular case, that could be dealt with upon complaint.

3. Very many freight as well as passenger applications are founded upon the desire of the applicant to meet by its circuitous line the rate made over the direct line of its competitor. The difficulties of applying any rule upon this situation in case of freight transportation are much greater than in case of passenger. Passenger fares are made by the mile, and where the mileage rate is the same there can be no question as to what is the direct and what the circuitous route. Freight rates are not made in this way at all, and it often happens that the lowest rate is established by the longer line. The cost of handling the business enters into the freight rate much more than into the passenger fare, and it may well be that the line which is longer in miles is cheaper in the cost of operation.

Up to the present time we have granted permanent relief from the fourth section in the transportation of freight in comparatively few instances upon the ground that the applicant has the circuitous route. Where this has been done the following conditions have prevailed:

The long line has been manifestly circuitous.

The short line has observed the fourth section at intermediate points.

The intermediate rates upon the long line are apparently reasonable and just and are not under attack.

When these conditions have been met we have permitted the long line to meet the short-line rate. In so doing we have not undertaken to fix a relation between the long-distance rate and the intermediate rate, but have usually provided that the intermediate rate shall not be advanced above the present rate. These orders permit the circuitous route to meet not only the present rate made by the short line, but any future rate which that line may name. In case of reduction by the short line the long line might therefore correspondingly reduce its rate at the competitive point without any reduction of its intermediate rates, but it could not in any case, as long as it charges less at the more distant point, advance its intermediate rates above those in effect at the time of the making of the order.

4. In many instances the carrier asserts that the lower rate at the more distant point is forced by water competition. For example, merchandise can be sent from New York to Charleston, S. C., by ship at a very much less cost, and a very much lower rate, than would be reasonable by rail. Recognizing this competition rail carriers leading from New York to Charleston make a low rate upon Charleston business, but charge a higher rate at interior intermediate points where there is no water competition. It is asserted that the rail line can not obtain the traffic unless it meets the low water rate and that the interior point is not injured provided the intermediate rate is reasonable.

The Commission in this case permitted carriers to make a lower rate to Charleston than to intermediate points and did not under the circumstances of that case as presented attempt to fix any relation between the intermediate rate and the Charleston rate.

While the conditions under which water competition will justify a departure from the fourth section have not as yet been clearly defined by the Commission, it is evident that this form of competition furnishes one of the most substantial grounds for relief under the fourth section.

5. Another form of competition relied upon by carriers is that of markets, which may be well illustrated by a case recently heard but not yet decided, involving lumber rates from Georgia, Florida, and the Southeast to Cairo, Ill.

Pine lumber of substantially the same quality is produced all along the southern part of the United States from the Atlantic Ocean to middle Texas. A glance at the map will show that lines of transportation from these various districts converge in a way at Cairo.

Lines leading from the Southeast maintain a higher rate at intermediate points than to Cairo, and they justify this departure from the fourth section upon the ground that Cairo can be supplied with lumber from the Southwest, South, and the Southeast; that the mills to the south and measurably to the southwest are in greater proximity to Cairo than are those of the southeast. Therefore they may make a rate from the southeast to Cairo, which will put the mills served by them into that market as compared with mills in Alabama, Mississippi, Arkansas, Louisiana, and Texas, while charging higher rates at their intermediate points. The Commission has said that market competition within proper limits should be considered, but it has never yet decided that this form of competition alone would justify a departure from the fourth section.

About 1,000 applications were based upon the desire of carriers to be permitted to continue the naming of rates from isolated points of production and to isolated points of consumption without naming corresponding intermediate rates, as stated in paragraph 1 above. Some 1,500 applications rest upon the claim that the applicant has the circuitous line and should be permitted to meet at the distant point the rate of the direct line. The remaining applications generally combine the various competitive features referred to in the preceding paragraphs. Most of these applications are yet to be passed upon, but there are now, either already submitted or in process of investigation, cases which, when decided, will determine the principles by which the Commission is to be guided, and when once this has been done the individual cases may be disposed of rapidly.

The only fourth-section order directed to a particular situation of much general significance was that made upon the application of transcontinental lines for leave to make a higher rate on westbound traffic to intermediate territory than to Pacific coast terminals. The lawfulness of this order was attacked by the carriers before the Commerce Court and the order was enjoined by the court. A somewhat extended reference to this order follows:

FOURTH SECTION TRANSCONTINENTAL ORDERS.

Probably the most important decision rendered by the Commerce Court up to the present time is that dealing with the fourth-section orders of the Commission in reference to west-bound transcontinental rates. To an understanding of what those orders were and what the action of the court means, a brief statement of the situation to which the orders apply is necessary.

When the discovery of gold first brought California into prominence the only means by which freight could, as a practical matter, be transported from territory east of the Rocky Mountains to the Golden Gate was by sailing ship around Cape Horn. For many

years this continued to be the usual and ordinary means of transportation.

The first transcontinental railroad found at San Francisco a great and thriving community dependent largely upon the East for its manufactures and for many of its supplies, and bringing those entirely by this water route. The first task of the transcontinental line was to wrest this traffic from the water carrier.

In order to take traffic from the Atlantic seaboard the rail carrier was obliged to make, not necessarily as low a rate, but one on the whole as favorable as the shipper could obtain from the water, and early rates from that territory to San Francisco were entirely governed by these considerations.

At first the only available water transportation was that afforded by the clipper ship around the southern extremity of South America, but later other water routes were opened. A map has been prepared for the purpose of illustrating this situation, and by reference to that these different routes can be readily understood.

First after the clipper ship came the Panama route, in which the Panama Railroad across the Isthmus of Panama furnished a link. By this route traffic was carried by steamship from New York to Colon, thence by rail from Colon to Panama, and thence by ship to San Francisco.

Since New York has usually been the only port of departure for this water-borne traffic upon the Atlantic, and San Francisco the principal port upon the Pacific coast, these two cities are treated as typical.

The next advance in these water routes was effected by putting on a line of steamships which plied between New York and San Francisco through the Straits of Magellan. These boats took the place of the sailing vessel, over which they were a great improvement. By this means freight could be carried in from 60 to 90 days from New York to San Francisco.

The last route to be opened was that via the Tehuantepec Railroad, which is owned and operated by the Mexican Government across the lower extremity of Mexico, a distance of 180 miles. By this route traffic is taken from New York to Coatzacoalcos, thence by rail to Salina Cruz, and thence by water to San Francisco. This is to-day the favorite water route over which large quantities of traffic are actually moved.

The water rate, in cents per 100 pounds, by all these routes has always been somewhat lower than the rail transcontinental rate from New York to San Francisco. The Commission has found, and of this there can be no question, that this water transportation has limited the rate which could be obtained by the carriers between New York and Pacific coast terminals.

At the outset manufacturing was largely confined to the Atlantic seaboard, but as time went on similar manufacturing enterprises were located in the Middle West, for the most part east of the Missouri River and north of the Ohio and Potomac Rivers. These factories produced the same articles as those upon the Atlantic seaboard, and they demanded of the rail lines a rate which would give to their output an entry into the markets of the Pacific coast.

Suppose, for example, that a manufacturing plant located at Chicago produced the same article manufactured by a similar plant in New York City. In order that this article may reach San Francisco from Chicago by water it must first be transported to New York, where it is taken by the steamship. The cost of carriage by this route is therefore greater from Chicago than from New York, and if the force of water competition were to be alone considered the rate from Chicago to San Francisco ought to be higher than the rate from New York by the amount of the interior rail rate from Chicago to New York.

The Chicago manufacturer, however, insists that his rate by rail to San Francisco should be lower than the rate by rail from New York, for the reason that the traffic when taken up at New York moves through Chicago and is hauled a thousand miles further, at a correspondingly additional expense. It is for the interest of the rail line which begins at Chicago to apply a lower rate from Chicago than is applied from New York, since if the traffic originates at Chicago that line obtains the entire freight money, while if the traffic originates at New York it must divide the transportation charges with its connection east of Chicago, which brings the traffic from the Atlantic seaboard.

As a result of these contending forces it has finally come to pass that the same rates are applied to all territory north of the Potomac and Ohio Rivers as far west as the Missouri River, and sometimes as far west as Colorado common points. That is, if the rate upon a given article from New York to San Francisco is $1 per 100 pounds, the rate from Omaha, approximately 1,500 miles west of New York, and some times from Denver, 2,000 miles west of New York, is also $1. This, it should be carefully noted, is not to meet water competition from New York, but is rather in recognition of the market competition which exists in territory upon and east of the Missouri River. This same market competition has never been recognized upon the Pacific coast.

Rates from all the vast blanket embraced in transcontinental westbound commodity tariffs are constructed for the most part to interior points by adding the full local rate from the Pacific coast terminal to the interior point. By looking at the map this will be more readily understood. Take a $1 commodity rate which applies from New

York and also from Omaha to San Francisco. The rate on this commodity from San Francisco to Reno may be, and frequently is, 50 cents per 100 pounds. The rates, then, would be:

From Omaha to Reno	$1.50 per 100 pounds
From Omaha to San Francisco, through Reno	1.00 per 100 pounds

The distance from Reno to San Francisco is 244 miles and the haul is over one of the most difficult mountain ranges upon this continent.

The Commission has considered, at great length, rates from St. Paul to Spokane as compared with those to Seattle. Spokane is the largest of these inland cities and has been able to extort, in a way, certain concessions as to its rates from the railroads which serve it, but the rate is still much higher to Spokane than to Seattle. Many examples of actual shipments were presented to the Commission, of which the following may be selected as a fair illustration:

Upon a carload of books originating at Chicago, the Northern Pacific received for its haul from St. Paul to Spokane, a distance of 1,500 miles, $855.65. Had the same car gone to Seattle, involving an additional haul of one-fourth in distance over the most expensive part of the entire route, the receipts of the Northern Pacific would have been $500.35.

Until comparatively recent times the commercial and industrial development of the great intermountain territory east of the Coast Range and west of the Rocky Mountains has been comparatively small, but to-day this region is filling up and undoubtedly has before it a future of great development.

It should also be noted that the character and condition of the railways extending from the Missouri River to Pacific coast terminals and mainly interested in these transcontinental tariffs have undergone within the last quarter of a century a complete transformation. Whereas 25 years ago they were among the weakest and the most necessitous of our lines, they are to-day among the strongest to be found in this whole country. The Union Pacific, extending for a thousand miles from Omaha to Ogden, is double-tracked over a considerable portion of the distance. The Southern Pacific has arranged for the double-tracking of its entire line from Ogden to San Francisco. The Northern Pacific has long stretches of double track already between St. Paul and Tacoma and will in the near future become practically a double-track line. The revenues of all of these transcontinental roads have enormously increased, and the cost of operation is not extravagant.

This intermountain country, pointing to the prosperity of its railways and to its own development, urges that the time has come when the same treatment should be accorded to it which has been accorded to the middle west, and that even though higher rates are maintained from the extreme Atlantic seaboard to this region than to San Fran-

cisco there is certainly no excuse for a higher rate from factories 1,000 miles distant from the Atlantic seaboard.

It was largely in consequence of the protest of this intermountain territory against the present system of transcontinental rate making that the fourth section was amended, and one of the first decisions of the Commission under that section had reference to these transcontinental tariffs.

In making their transcontinental rates the carriers themselves have always divided the country into certain groups, and the same thing has been done by them in naming rates to Spokane. The Commission in dealing with this situation also divided the United States into five groups, as indicated upon the accompanying map (p. 39). We then said that from no point in Group I should a higher rate be made to an intermediate point than to Pacific coast terminals; that from Group II the intermediate rate might exceed the terminal rate by 7 per cent; from Group III, by 15 per cent; and from Group IV, by 25 per cent.

These so-called orders of the Commission have been enjoined by the Commerce Court for reasons given in its opinion. Perhaps the best method of stating the situation is to give, from the standpoint of the Commission, exactly the interpretation and application of the amended fourth section which we had in mind, and to point out, in that connection, the apparent difference between the interpretation of the Commerce Court and that of this body.

The fourth section prohibits, in general terms, the charging of more for the short than for the long haul, but provides that the Commission may, upon application to it, relieve carriers from the obligation of this section by permitting the higher rate at the intermediate point. If this language were to be taken at its face value, this body would be invested with the arbitrary power of granting such relief in one case and denying it in another, although the two cases were practically identical. We have held, however, that it was not the intent of Congress to attempt to confer such arbitrary jurisdiction upon this Commission, but that we must act, in passing upon these fourth-section applications, in view of the other sections and provisions of the act to regulate commerce. It is our duty to inquire with respect to each application whether, if the carrier is allowed to make the higher charge at the intermediate point, it will result in rates which are unreasonable or unduly discriminatory.

The section also authorizes the Commission to prescribe the extent to which the carrier may be relieved from the rule of the section. We understand this to mean that if the Commission reaches the conclusion that some higher charge might properly be imposed at the intermediate point, but that the present discrimination is too great,

then it may fix the extent to which the rate at the short-distance point may exceed that at the long-distance point.

The Commerce Court agrees that it is the duty of the Commission to examine each application, but only, apparently, for the purpose of ascertaining whether there are competitive conditions at the more distant point which do not exist at the intermediate point. If such conditions exist, then it is the duty of the Commission to permit the charging of the lower rate at the more distant point, without reference to the intermediate rate, except in so far as that rate may be found to be unreasonable in and of itself.

In the opinion of the Commerce Court, if we find competitive conditions at the more distant point which do not obtain at the intermediate point we must grant the relief, and can only inquire whether the intermediate rate is reasonable. In the opinion of the Commission we must go further, and must inquire, not only whether competitive conditions do exist at the more distant point, but also whether those conditions justify the discrimination against the intermediate point evidenced by the rates in force. If we find that those competitive conditions do exist, but do not justify a discrimination of the degree now in force, then it is our duty to prescribe the extent to which the discrimination may go, if at all.

The Commerce Court refers to certain decisions of the Supreme Court of the United States made under the act as it existed previous to the amendment of 1906, when the Commission had no authority to prescribe a reasonable rate for the future, nor to determine the undueness of a particular discrimination, in support of its conclusion. It deduces from those decisions, apparently, the rule that where competition exists at the long-distance point the rate to that point can not be made the measure of a rate to the intermediate point.

Manifestly, a compelled rate, to the extent that it is not voluntary, can not with justice be made the measure of a reasonable rate.

The Commission desires to make plain at the outset that this principle has been fully recognized by it in passing upon applications under the amended section. Wherever the rate to the long-distance point is fixed and beyond the control of the applicant, we do not require the applicant to observe any relation between the long-distance and the intermediate rate; we have simply inquired whether the intermediate rate is reasonable.

It sometimes happens, for example, that a State commission names a rate between two points within a State. A circuitous interstate line desires to meet this rate. Under these circumstances the Commission recognizes the State rate as fixed, and if it finds that the other route is circuitous and that its intermediate rates are reasonable it permits the long line to meet the State rate without reference to its intermediate rates. If the State commission were to advance or to reduce

its rate the interstate line might vary its own tariff between those points without any change whatever at the intermediate point.

Passenger tariffs are generally constructed upon a mileage basis. We have uniformly recognized the short line as the rate-making factor and have permitted the circuitous line to meet the rate of the short line without any reference to its intermediate points so long as the fare to those points was properly constructed.

So, again, where a freight rate upon a particular commodity is made by a short interstate line we have permitted its circuitous competitor to meet the short-line rate without reference to its intermediate territory, provided it was clear that the short line did make the rate, that the long line simply met that rate, and that its intermediate rates were apparently upon a proper basis. If the short line were in the future to reduce that rate the long line is allowed by the terms of our orders to meet that reduction without a corresponding reduction at intermediate territory.

We refer to these illustrations for the purpose of making it perfectly plain that this Commission has recognized from the first the injustice of making a rate over which the carrier has no control whatever the measure of its other rates, whether they be intermediate rates or whether they be upon other parts of its system. We have established a relation between these Pacific coast terminal rates and corresponding rates to interior territory because neither the terminal rate nor the interior rate is fixed by causes over which the carrier has no control, but both are, within certain limits, voluntary.

As illustrating what is meant, take that rate which supports most strongly the position of the carrier, namely, the rate from New York to San Francisco. We have found, and it can not be gainsaid, that merchandise of almost every kind can move by the water route between these points, and that therefore the rate made by water does limit and control the rail rate between the same points. But this does not amount to a fixing of that rate in the same way that a State commission fixes the State rate or that the number of miles fixes a passenger rate, or that the short line makes the freight rate as against its circuitous competitor. There is still a comparatively wide range within which this transcontinental rail rate from New York to San Francisco may be varied.

The water rate is not a continuing and a permanent rate, but rather fluctuates from day to day and from season to season. The rail rate of the transcontinental line depends upon whether it is the purpose of that line to take much or little of the business. A rate of $1 per 100 pounds will carry but little of a commodity; 85 cents per 100 pounds will carry some of it; 70 cents per 100 pounds may drive the ships out of the business. Now, within those limits what rate shall the carrier make?

It is truly said by the railways that each locality is entitled to its natural advantages. If San Francisco is situated upon the ocean, and if it can obtain freight by water for that reason, this is a natural advantage which the railway has a right to recognize as compared with Reno.

But it can only recognize that natural advantage; it must not give to it an additional artificial advantage. San Francisco is entitled to that freight rate which the water would give it if there were no railroad. It is not entitled to a rail rate 25 per cent lower.

If there were no water competition at San Francisco, it would be a discrimination against Reno to make as low a rate to the more distant point as to it, and to just the extent that the rail line gives to San Francisco a rate below that to which its natural advantage entitles it, to that extent it discriminates against the intermediate point.

Now, who is to say whether the rate made to San Francisco is or is not properly induced by water competition at that point? Who shall determine whether the transcontinental rail line is, upon the pretext of water competition, giving to the terminal point a rate below what its natural position would entitle it, and thereby discriminating against the intermediate city of Reno? The Commerce Court is of the opinion that no restraint can be put upon the limit to which this discrimination may go; the Commission is of the opinion that Congress has endeavored to invest this body with authority to inquire whether the action of the railway in meeting this water competition is justifiable.

In what way can the Commission give effect to its conclusion? It can not fix a rate from New York to San Francisco below which the rail line shall not go, for it has no authority to fix a minimum rate. There is, therefore, no way in which it can prevent this discrimination by the fixing of an absolute rate at San Francisco and another absolute rate at Reno. It can only accomplish this purpose by prescribing the difference which may properly exist owing to the effect of this competition and allowing the carrier to make whatever rate it sees fit to the more distant point so long as it observes this differential.

The Commission might determine a rate below which the traffic would be unremunerative to the carrier and might refuse relief in case the carrier fell below this rate, but such an order would not reach the difficulty, since the point of discrimination might be passed long before the unremunerative rate was reached.

What is above said applies only to the rate from New York to San Francisco, which is in no sense this case. The competition there involved is entirely that of carriage, the only question being whether this merchandise shall go by rail or by water. If transportation competition alone were to govern these rates, the moment New York

is left the rate would increase and would continue to increase with the distance from the Atlantic seaboard. If the water competitive rate from New York to San Francisco were $1 and the rail rate from Omaha to New York were 50 cents, then the rate from Omaha to San Francisco by rail, made to meet water competition, must be $1.50.

The Commerce Court holds that San Francisco is entitled to the advantage of its location. What, then, is the advantage of San Francisco as compared with Reno when the traffic is taken up at Omaha? Clearly, transportation conditions do not justify the lower rate to the terminal point, nor do the carriers so claim. The New York rate has been extended to all this territory east of the Rocky Mountains under the influence of other competitive conditions. If we were to assume that the rate from New York to San Francisco was absolutely fixed by water competition—which is not the fact—still every rate outside of New York is voluntarily made by the carrier.

The transcontinental lines urge that they desire to place Omaha in the San Francisco market as compared with New York. This is not because of any natural advantage which either Omaha or San Francisco possesses, but because it accords with the policy of the railway line leading from Omaha.

Assuming that the railway may properly place Omaha upon a level with New York, who is to determine what rate is necessary for that purpose? If the expense of owning a given commodity is exactly the same in New York as in Omaha, then the same rate of freight is required, but it is notorious that this expense is not the same. With the same rate of transportation New York will engross the market in case of some commodities and Omaha in case of others. How can it be said that competition requires the establishment of the same rate from both these markets? If this theory were to be correctly applied, then the carrier should inquire with respect to every single article what the relative cost of manufacture is at these different points and should make such a transcontinental rate as would equalize that cost, but this would be an absurdity. Both the courts and this Commission have repeatedly said that rates ought not to be established upon any such basis.

With respect to traffic originating at Omaha, and, indeed, with respect to all transcontinental traffic moving by rail, Reno has an advantage of location, in that the haul to that point is much less expensive than to San Francisco. Every argument which justifies the Southern Pacific lines in desiring to originate this traffic at Omaha rather than at New York applies to a delivery at Reno rather than at San Francisco.

Here is a carload of merchandise which is to be taken either to Reno or to San Francisco and distributed from one or the other of

those points. The territory of distribution is identical. Now, it is a useless waste of transportation energy to haul that carload, as a carload, across the mountains and to haul the less-than-carload business back again instead of stopping the car in the first instance at Reno and making the distribution from that point, which is exactly what the present adjustment of rates compels.

In a less degree the same consideration applies to traffic which is to be finally consumed at either Reno or San Francisco. The expense of building, of living, of transacting business at Reno as compared with San Francisco determines, to a considerable extent, the development of that community. It is a waste of transportation and therefore uneconomical and wrong to maintain a system of tariffs which are expressly intended to develop these coast cities and to arrest the development of the interior point. If traffic is to be moved by rail, whether from New York or from the Missouri River, the interest of the carrier requires that it should stop at the intermediate point rather than go on to the more distant point. Even though it might temporarily be for the advantage of the carrier to haul this business across the mountains for the mere purpose of hauling it back again, such a course of procedure can not, in the long run, make for the general weal.

The idea dwelt upon by the Commerce Court, and apparently controlling in its decision, seems to be that so long as the rate at the intermediate point is reasonable, it is a matter of indifference to that locality what rate may be made to the more distant point. This utterly ignores the fact that the railroad is a public servant, owing a common duty to both the long distance and the intermediate point, and that no rate to the intermediate point can be reasonable so long as the carrier is maintaining at the more distant point a lower rate, except in so far as that lower rate is compelled by causes which the carrier does not control. If the carrier by its voluntary act maintains the lower charge to the more distant point, that in and of itself makes the higher charge at the intermediate point unreasonable.

Let us take this illustration. Some article, like soap, is manufactured both in the city of New York and in the city of Chicago, two localities which are connected by several lines of railway. The established rate for the transportation of soap between these two communities is perhaps 35 cents per 100 pounds, with a correspondingly less rate at intermediate points.

A manufacturer of soap in the city of Chicago approaches a traffic official of the Pennsylvania lines with the suggestion that if a sufficiently attractive rate were named his factory might do considerable business in the city of New York and thereby afford to the railroad a certain amount of business. Upon consideration, the traffic man de-

termines to establish between those communities a rate of 15 cents, which would pay something above the cost of movement.

The city of Pittsburgh complains that this rate violates the fourth section, in that the rate to New York is 15 cents per 100 pounds, while the rate to Pittsburgh, an intermediate point, is 25 cents per 100 pounds, and the traffic manager of the Pennsylvania Railroad replies:

> You are correct that we make a lower rate to New York than to Pittsburgh, but you have no cause for complaint. My road, by the establishment of this rate, obtains a certain amount of business which it could not otherwise obtain. The rate which we observe at Pittsburgh is a reasonable rate, and a reasonable rate is all you are entitled to. Therefore you are not injured and should hold your peace.

A soap factory is constructed at Pittsburgh, which now demands that it be put into New York and Chicago in competition with those factories, and they also insist that their rates to Pittsburgh shall be so reduced that they may meet the competition of the new factory at that point. The Pennsylvania Railroad, upon the theory of the Commerce Court, may do exactly as it sees fit. It may reduce the rate to and from Pittsburgh without reference to its intermediate territory or it may maintain that rate as it is.

Probably no traffic official could be found who would justify any such system of rate making. It is impossible to dissociate the intermediate from the long-distance point. Whether the intermediate rate is reasonable depends upon what rate is made to other points on both sides of it, and to permit the railroads of this country to select points where they will and where they will not compete would be intolerable.

It will be found that this thing called market competition rests in all cases in the mind of the traffic manager. It is the expression of a desire to obtain business which otherwise would not be obtainable. Its only law is the will of the individual who names the rate.

To justify their rates from coast to coast the railroads advance water competition, and to justify the same rates from interior points to coast points they rely on market competition. In other words the carriers very properly meet an actual or potential competition by sea by charging less to the coast points than to intermediate cities. This discrimination is not of their own creating; it is forced upon them and therefore lawful. Then they adopt a policy of their own, which they term "market competition," under which they give lower rates from all interior cities two-thirds of the way across the continent to these same coast cities than to intermountain points. This is the kind of discrimination the Commission has attempted to minimize.

We recognize fully the effect of water competition both from Atlantic seaboard cities and from interior points, upon the rates to

the Pacific coast seaboard. This we do, although we have the frank admission of the railroad managers that they have subsidized or bought some of the steamship lines and terrorized others until they can make the boast that the effect of the sea has been "neutralized." But we think there should be a limit to the discrimination that the carriers can effect by reason of their own chosen policy of market competition. If Kansas City and Denver are to be given access to San Francisco or Seattle at a certain freight rate, then we have said that Reno and Spokane should be charged no higher rate. For these rates from Denver and Kansas City are not the result of compulsion; they are voluntary rates made by the railroads to give these cities access to the coast markets. This is railroad policy, and there must be a limit to it, else there is no kind of discrimination that is unlawful, and both the third and the fourth sections of the act become a nullity. A railroad policy of rate making must certainly be subject to the limitations of the law, or else there is no law. For all rates are matters of railroad policy. To say that there is a long and short haul section under which a carrier may not charge more for the shorter than for the longer haul, but that the railroads may to any extent they please carry out a policy of blanketing the country for the benefit of the farther points and not the nearer points, is to say that a railroad may, without restraint, effect a ruinous discrimination and give no justification save its own determination or whim. There can be no regulation of rates as to discrimination or preference under such an interpretation of the law.

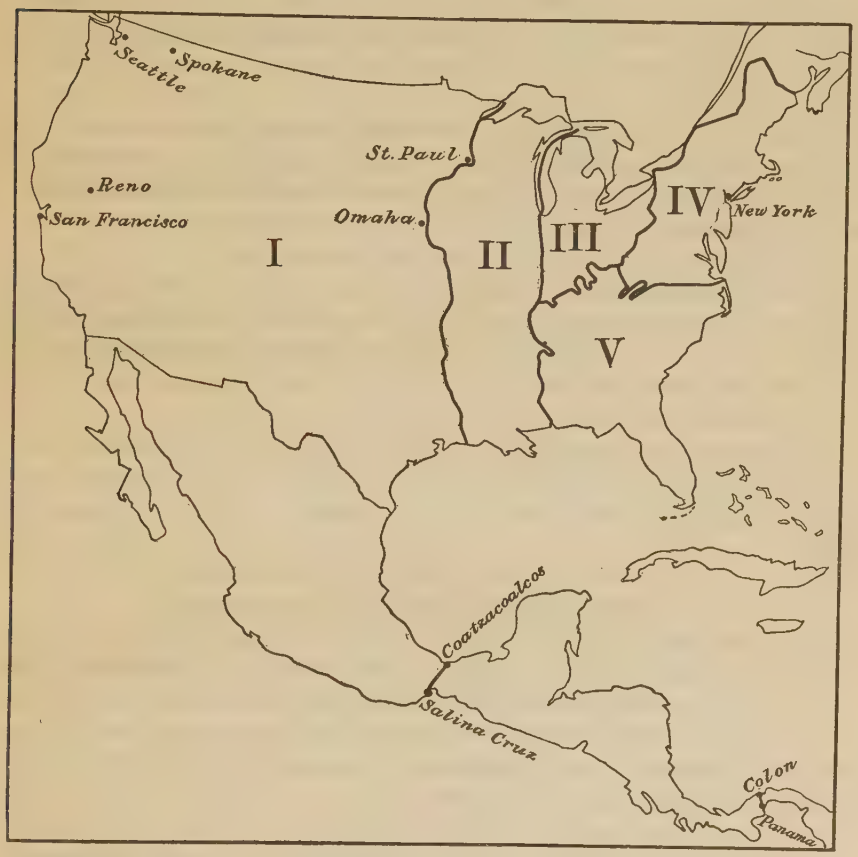
The Supreme Court has held, apparently, that this form of competition may be recognized in the naming of rates, but certainly it must be open to the regulating tribunal to determine whether in a particular case market competition, even though it exists, justifies the discrimination. Unless that be so, there can be no regulation of rates in this country. This is the underlying issue which will be presented to the Supreme Court upon the appeal from the decision of the Commerce Court.

The Commerce Court intimates that the mistake of the Commission is in having attempted to fix a relation of rates instead of establishing reasonable rates; but, as we have already pointed out, there is no way in which the discrimination found to exist in these tariffs can be prevented except by fixing a differential, since we have no power to establish an absolute rate or fix a minimum charge below which the carrier is not free to go.

It should also be noted that the method adopted by us gives carriers a much greater latitude in the naming of their rates than if we had fixed absolute rates. If, for example, the Commission had named a rate of $1 from New York to Seattle and $1.25 from New York to Spokane, the carrier must have observed exactly these rates, unless some deviation was permitted upon application to the

Commission. We have said that the rate from New York to Spokane shall not exceed the rate from New York to Seattle by more than 25 per cent. Under this order the carrier may establish a rate of $1 to Seattle and $1.25 to Spokane, as it might under the plan suggested by the Commerce Court, but under our order it may also vary those rates up or down at its pleasure.

What we carefully refrained from doing was to establish any absolute rate. We simply held that from certain defined territories rates to the intermediate point should not exceed those to the more



distant points by more than a certain amount, because looking to the whole situation, a greater difference would result in undue discrimination against the interior point.

By reference to the map it will be seen that the eastern boundary of Group I is not far east of the center of the continent. Traffic from Omaha to San Francisco by water must be taken by rail to New York, there transferred to a ship, taken by ship to the Tehuantepec Railroad, there transferred to a railroad, carried 180 miles by

rail, and again transferred to a ship for transportation to San Francisco.

We feel strongly that water competition, even when the widest reasonable latitude is given to the effect of market competition, can not by any possibility justify a higher rate from Omaha to Reno than from Omaha to San Francisco; from St. Paul to Spokane than from St. Paul to Seattle.

We were of the opinion that as the Atlantic Ocean was approached the effect of water competition became stronger and that there might be some excuse for slightly higher rates from Group II to intermediate points and that this difference might increase until the fourth group was reached. No consideration has yet been given to points in Group V.

It is proper to say that we entertained grave doubt whether any higher rate should, even now, be named from territory embraced in Group II, which includes Chicago, to intermediate points, and that we were largely influenced by the present adjustment. Many situations which are wrong must be gradually corrected.

Upon the other hand, it should be noted that the opening of the Panama Canal may so add to the intensity of this water competition as to call for some modification of the conclusions now reached.

There are three possible theories upon which this transcontinental situation can be disposed of:

1. Carriers may meet between New York and San Francisco the water rate. They may then apply from and to interior points whatever rate is thus named, plus the local charge to or from the interior point.

This would meet the situation from a strictly transportation standpoint, and from that standpoint would be unexceptionable.

If carriers had always applied or should now apply that system of rate making to the transcontinental situation, they might probably be safely left to name whatever rate they saw fit from New York to San Francisco as a water-competitive rate. The Commission would prevent discriminatory and unreasonable charges if it confined itself to the absolute rate at interior points.

2. If this is not done, then the carriers can be left free to give such effect as they see fit, be that much or little, to water competition and market competition, together with any other competitive conditions which they may fancy exist. That is the present system. That is the system which the Commerce Court holds must be perpetuated under the amended act; all of which means that the amended act is precisely to-day what the original act was before its amendment, to every practical intent.

3. If the carriers see fit to adjust their tariffs as they have with reference to all competitive conditions, then some governmental tribunal may be given authority to say whether the rates established

are just and reasonable. If not, then such an adjustment must be required as is, in the opinion of the governing authority, reasonable and just.

Congress might by direct enactment prescribe this relation or it might apparently delegate that duty to some subordinate tribunal. It has been the understanding of this Commission that by the amendment of 1910 Congress endeavored to devolve upon us this duty.

It may be said that the responsibility and the power thus cast upon this Commission by such an interpretation of the act is an enormous one, and this is true; but that authority must be exercised by some one. This Commission is a creature of Congress; it reports and acts immediately under Congress. If its decisions do not comport with the public weal, it rests with Congress at any moment to alter the constituency or the method of procedure of this Commission, or Congress may interfere by direct enactment, in each and every situation upon which the Commission passes.

This question has been taken by appeal from the Commerce Court to the Supreme Court of the United States, where every effort will be made to secure a speedy determination. We have stated the facts at great length in order that Congress may be able to understand the true meaning of that decision when rendered.

CASES DECIDED BY THE SUPREME COURT.

Since our last report to Congress the Supreme Court of the United States has handed down decisions in four cases affecting orders of this Commission, all of which are sufficiently important to justify a brief statement of the questions involved and the conclusion reached.

THE FORWARDING CASE.

Interstate Commerce Commission v. *Delaware, Lackawanna & Western Railroad Co. et al.* (220 U. S., 235).

The less-than-carload rate usually exceeds the carload rate upon the same commodity. If, therefore, several less-than-carload shipments can be bunched together and sent at the carload rate a material saving results to the shippers, and this is especially true where the movement is over long distances and the rate considerable.

For the purpose of making this saving shippers have been and are accustomed to combine by agreement among themselves their less-than-carload freight into carloads, consigning the carload to some individual at the destination point who makes the proper distribution. There has also come into existence a class of operators known as "forwarders" or forwarding agents whose business it is to solicit less-than-carload shipments to be combined and forwarded as carloads. The forwarder loads the car and ships it as a carload either in his own name or to some consignee who acts as his agent

at the point of distribution in making delivery to the various owners. The freight is paid to the railroad by the forwarder or his agent, who charges the shippers something less than the regular rate upon their less-than-carload shipments. The result of the transaction is that the railroad receives its published carload rate, the shippers pay less than the published less-than-carload rate, while the forwarder, for the service of assembling the freight, loading the car, making the shipment, and distributing the freight at destination, retains the difference between what it collects from the shippers and what it pays the railroad.

The carriers for the purpose of preventing the transaction of this business, adopted a rule by which it was provided, in substance, that the carload rate should not be applied unless all the merchandise in the car was owned by one individual. Since, in point of fact, the combined carload is owned by several different individuals, and since this must, in the nature of things, be indicated by the marks upon the packages, the enforcement of this rule prevented the operations of the forwarder.

One of these forwarding agents applied by complaint to the Commission, alleging that the above rule was unlawful under the act to regulate commerce, inasmuch as the railroad had no business to inquire whether the entire carload was or was not owned by one person, and the Commission so held. We were of the opinion that if the carload was loaded by the shipper, tendered for shipment as a carload by the consignor, billed to a single consignee, to be received and unloaded by that consignee, in exactly the same way as though the same articles were the property of a single individual, the railroad could not look beyond the physical incidents of the transportation and refuse for that reason to apply its published tariff rate. That rate having been named was open to every member of the public who brought himself within its provisions.

The Circuit Court for the Southern District of New York enjoined the order of the Commission, but the Supreme Court of the United States, upon appeal, reversed the holding of the circuit court and sustained our order.

The court has apparently laid down in this case two propositions:

First. That where the order of the Commission depends upon a finding of fact the finding of the Commission is conclusive upon the court.

Second. That a carrier can not make the ownership of goods the measure of the rate which shall be applied.

The language of the court is as follows:

> As shown by the opinion of the Commission and that of the two members who dissented, there were many and wide differences in the views expressed. On their face, however, when ultimately reduced, they will be found, in so far as they are here susceptible of review, to rest on but a single legal proposi-

tion—that is, the right of a common carrier to make the ownership of goods tendered to him for carriage the test of his duty to receive and carry, or, what is equivalent thereto, the right of a carrier to make the ownership of goods the criterion by which his charge for carriage is to be measured. We say the contentions all reduce themselves to this, because in their final analysis all the other differences, in so far as they do not rest upon the legal proposition just stated, are based upon conclusions of fact as to which the judgment of the Commission is not susceptible of review by the courts. (Baltimore & Ohio R. R. *v.* Pitcairn, 215 U. S., 481.) This at once demonstrates the error committed by the lower court in basing its decree annulling the order of the Commission upon its approval and adoption of the reasons stated in the opinion of the dissenting members of the Commission. This follows, since the reasons given by the dissenting members, except in so far as they rested upon the legal proposition we have just stated, proceeded upon premises of fact, which, however cogent they may have been as a matter of original consideration, were not open to be so considered by the court, because they were foreclosed by the opinion of the Commission. Doubtless the mistake of the court below in this respect was occasioned by overlooking the scope of the Hepburn Act and because the decision below was made in June, 1909, before the announcement of the opinion in the Pitcairn case. (Ib., 251–2.)

It may be interesting to note that this same question was fought out through a long series of suits between the forwarders and the railways in England, with the same result as that now reached by our own Supreme Court.

THE GALVESTON TERMINAL CASE.

Southern Pacific Terminal Co. et al. v. *Interstate Commerce Commission* (219 U. S., 498).

This case involved an order of the Commission requiring the removal of a discrimination which resulted from exclusive privileges leased to one E. H. Young on a wharf owned by the Southern Pacific Terminal Co. at Galveston, in connection with the shipment of cottonseed products. The Circuit Court for the Southern District of Texas entered a final decree sustaining the order of the Commission, and from that decree an appeal was taken to the Supreme Court.

When the case was reached for oral argument in the Supreme Court the order of the Commission had ceased to be operative because more than two years had elapsed since its effective date, and it was claimed that the case was therefore moot; but in overruling a motion to dismiss based on this fact the court said:

In the case at bar the order of the Commission may to some extent (the exact extent it is unnecessary to define) be the basis of further proceedings. But there is a broader consideration. The questions involved in the orders of the Interstate Commerce Commission are usually continuing (as are manifestly those in the case at bar), and their consideration ought not to be, as they might be, defeated by short term orders capable of repetition, yet evading review, and at one time the Government and at another time the carriers have their rights determined by the Commission without a chance of redress. (*Ib.*, 515.)

Involved in this proceeding were three separate and distinct corporations, namely, the Southern Pacific Terminal Co., which owned the wharf leased to Young, but did not act as a common carrier; the Galveston, Harrisburg & San Antonio Railway Co., which acted as a common carrier to and from the wharf and paid for the use of the wharf to the Terminal Co. a trackage charge; and the Southern Pacific Co., which owned practically all the stock of the other two corporations, but acted simply as a holding company.

One of the objections to the order of the Commission most strenuously insisted upon was that it had no jurisdiction over the Terminal Co., that not being a common carrier, and therefore not subject to the act to regulate commerce.

In upholding the jurisdiction of the Commission under the act the Supreme Court said:

* * * As well said by the Interstate Commerce Commission, "a corporation such as this Terminal Co., which has 'competing lines,' should not be permitted to defeat the jurisdiction of this Commission by showing that it is not in fact owned by any railroad company. * * * The Terminal Co. is part and parcel of the system engaged in the transportation of commerce, and to the extent that such commerce is interstate the Commission has jurisdiction to supervise and control it within statutory limits. To hold otherwise would in effect permit carriers generally, through the organization of separate corporations, to exempt all of their terminals from our regulating authority."

The reasoning of the Commission is justified by the statute. It includes in the term "railroad" "all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease, and shall also include all switches, spurs, tracks, and terminal facilities of every kind used or necessary in the transportation of the persons or property designated therein, and also all freight depots, yards, and grounds used or necessary in the transportation or delivery of any of said property."

The property of the Terminal Co. is "necessary in the transportation or delivery" of the interstate and foreign freight transported by the lines of the Southern Pacific system. It is the only terminal for freight moving over the lines of such system, the rails of one of those lines, the Galveston, Harrisburg & San Antonio Railway Co., connecting with tracks upon the docks of the Terminal Co. That the latter collects a trackage charge from the former and it a switching charge from the Terminal Co. are, to quote the Commission, "but incidents of the separate corporations."

In opposition to these views appellants urge the legal individuality of the different railroads and the Terminal Co. and cite cases which establish, it is contended, that stock ownership simply or through a holding company does not identify them. We are not concerned to combat the proposition. The record does not present a case of stock ownership merely or of a holding company which was content to hold. It presents a case, as we have already said, of one actively managing and uniting the railroads and the Terminal Co. into an organized system. And it is with the system that the law must deal, not with its elements. Such elements may, indeed, be regarded from some standpoints as legal entities; may have, in a sense, separate corporate operation; but they are directed by the same paramount and combining power and made single by it. In all transactions it is treated as single. In the ordinance of the city of Galveston, in the act of 1899, of the legislature of the State, and

in public circulars and in the lease of Young, it is the system which is dealt with and not the separate links. And, we have seen, the terminal facilities which the Terminal Co. was authorized to maintain were for the system, not for the corporate elements considered separately. (Ib., 522–524.)

It was shown that some of the traffic finally shipped to foreign countries originated in Texas, and it was claimed that this traffic was not within the jurisdiction of the Commission, but in reply to this contention the court said:

* * * The cake and meal purchased by Young are bought by him in Texas, Oklahoma, Louisiana, and Arkansas, but chiefly in Texas, and shipped to him on bills of lading and way bills, showing the point of origin in those States and the destination at Galveston. The purchases are made for export, there being no consumption of the products at Galveston. His sales to foreign countries are sometimes for immediate and sometimes for future delivery, irrespective of whether he has the product on hand at Galveston. At times he has it on hand. At times, therefore, orders must be filled from cake to be purchased in the interior or then in transit to him. When the cake reaches Galveston it is ground into meal and sacked by Young, and for the meal thus ground and such meal as has been brought to his customers he takes out ships' bills of lading made to his order.

This evidence establishes, appellants contend, that the transit of the cake and meal is absolutely ended at the leased premises at Galveston, and that it is "a final point of concentration and manufacture, the cotton-seed cake being there manufactured into meal and sacked for export." But this does not distinguish between the meal and the cake, nor between the meal that is purchased at points outside of Texas and directly exported, from that so purchased and manufactured on the wharves of the Terminal Co. Nor does it take account of the fact that the wharves were intended for shipping facilities, a means of transition from land carriage to water carriage. It is manifest, as we have said, that to make the wharves manufacturing or concentrating points for one shipper and not for all is to give that shipper a preference. And, being a preference, the traffic necessarily comes under the jurisdiction of the Interstate Commerce Commission. In other words, the manufacture or concentration on the wharves of the Terminal Co. are but incidents, under the circumstances presented by the record, in the transshipment of the products in export trade and their regulation is within the power of the Interstate Commerce Commission. To hold otherwise would be to disregard, as the Commission said, the substance of things and make evasions of the act of Congress quite easy. It makes no difference, therefore, that the shipments of the products were not made on through bills of lading or whether their initial point was Galveston or some other place in Texas. They were all destined for export and by their delivery to the Galveston, Harrisburg & San Antonio Railway they must be considered as having been delivered to a carrier for transportation to their foreign destination, the Terminal Co. being a part of the railway for such purpose. The case therefore comes under Coe *v.* Errol (116 U. S., 517), where it is said that goods are in interstate, and necessarily as well in foreign, commerce when they have "actually started in the course of transportation to another State or delivered to a carrier for transportation." (In G., C. & S. F. Ry. Co. *v.* State of Texas, 204 U. S., 403, the facts are different and the case is not apposite. Ib., 525–527.)

Having disposed of these objections, the court then proceeded to affirm the finding of undue discrimination which the Commission had made in the premises.

THE WILLAMETTE VALLEY CASE.

Southern Pacific Co. v. *Interstate Commerce Commission* (219 U. S., 433).

This case concerns an order of the Commission establishing rates for the transportation of green fir lumber, in carloads, from the Willamette Valley to San Francisco Bay points.

With but a brief interval the Southern Pacific had maintained for six years for this service a rate of $3.10 per ton from certain points and $3.35 per ton from certain other points. In April, 1907, a rate of $5 per ton was established from all points. This rate the Commission held to be unreasonable in so far as it exceeded $3.40 from those points at which the $3.10 rate had been maintained and $3.65 from those points to which the $3.35 rate had been applied. It will be seen that an advance of about 10 per cent was allowed above the rates voluntarily established and for six years maintained by the carrier itself.

It appeared upon the hearing that the $3.10 rate had been established after investigation by the Southern Pacific Co. and upon the understanding by that company that a lumber business in the Willamette Valley could not be successfully conducted upon a higher basis of rates. It was claimed that in case of one large operation there was an agreement to the effect that this rate should not be exceeded, but no such contract was found by the Commission. It did appear, however, that extensive mills had been constructed during these six years, involving the outlay of great sums of money, and that large tracts had been bought upon the assumption that this rate was regarded by the Southern Pacific as, on the whole, a fair one, and that it would be maintained. It conclusively appeared that the action of the Southern Pacific in advancing that rate to $5 seriously impaired the value of all this property and in some instances amounted to virtual confiscation.

These facts were developed in the testimony and were referred to by the Commission in its opinion, but the case was not decided upon this ground alone, nor, indeed, was this the principal subject of consideration. We carefully examined the method in which this lumber was handled, the cost of its transportation, and the financial condition of the line between San Francisco and Portland. From this examination we reached the conclusion that the handling of this traffic at the old rate was remunerative and that upon the whole situation, while the original rate might be somewhat advanced, it should not exceed the figures stated above.

Upon proceedings to enjoin the enforcement of this order the circuit court refused an injunction, but the Supreme Court reversed the court below and held that the order of the Commission was unlawful.

The carrier attacked the order upon the ground that it was not an attempt upon the part of the Commission to establish a reasonable rate of transportation, but was rather in the nature of a decree enforcing an equitable estoppel between these parties. Below is given the language of the Supreme Court stating the question presented to it and its conclusion:

> It is clear, therefore, as we have said at the outset, that the result of the contentions and concessions of the respective parties is to reduce the controversy to a single issue, which is, What was the nature and character of the order made by the Commission? That is, What, in substance, was the power which the Commission exerted in making the order?
>
> Coming to the consideration of that subject, we are of the opinion that the court below erred in not restraining the enforcement of the order complained of, because we see no escape from the conclusion that the order was void because it was made in consequence of the assumption by the Commission that it possessed the extreme powers which the railroad companies insist the order plainly manifests.

It is impossible to say exactly what significance should attach to this decision. The court did not find that the rate established was too low. It apparently held that the Commission was not undertaking to establish a reasonable rate, but, rather, to enforce the contracts and understandings between the parties under which the old rate had been put in and maintained. Of course, the Commission has no such power, and if it attempted to exercise that power its order was clearly unlawful.

If, upon the other hand, this is to be interpreted as a holding that in passing upon the justice of an advance in a rate of transportation this body can not consider those rates which have been voluntarily established and maintained by carriers, the investments which have been made, the development which has occurred upon the strength of such rates, and the effect upon business and financial interests which the advance involves, then that decision would be a most important and a most unfortunate one. This Commission has never understood that it was a court of equity, with power to enforce by its orders the law of equity, but it has supposed that it was an administrative tribunal, whose duty it was to do equity between the carrier and the shipper in so far as might properly be done.

If, in passing upon advances in freight rates like that involved in the Willamette case, this Commission could only consider the cost of the service, and if, therefore, subject to that limitation, carriers were free to manipulate their rates as they saw fit, this Commission would be without power to prevent the most glaring injustice. The rates of this country have not been and are not based upon the cost of service, and to confine the regulating body to that consideration, while carriers were left free to vary their rates for other causes, would be to put the property interests of this country at the mercy of its railroads, without that restraint which, in our opinion, the Congress by the act to regulate commerce intended to impose.

THE ELEVATION CASES.

Interstate Commerce Commission v. *Diffenbaugh et al.* (222 U. S., 42); *Interstate Commerce Commission* v. *Peavey & Co. et al.* (222 U. S., 42).

On November 13 the Supreme Court of the United States handed down an opinion in what are known as the Elevation cases. Since the principle involved is one of great importance it seems proper to trace briefly the history of that litigation.

The Union Pacific Railroad terminates at Council Bluffs. In 1899 that company entered into a contract with Peavey & Co. by which Peavey & Co. agreed to construct an elevator at Council Bluffs for the purpose of unloading and transferring grain brought in by the Union Pacific, the Union Pacific to pay 1¼ cents per 100 pounds for the service. Under this contract the elevator was constructed and began operations.

The competitors of the Union Pacific at Omaha insisted that the operation of this contract amounted to the payment of a rebate to Peavey & Co., inasmuch as that concern, which was engaged in a general grain business, was virtually paid for the handling of its own grain. The Union Pacific upon its part insisted that in the proper operation of its railway it must provide some means for unloading its cars promptly at Omaha in order that they might be returned into service, and insisted that this contract was the most economical method by which that could be accomplished, and that the contract had been made in good faith for that purpose.

After an investigation of the whole subject the Commission found that the Peavey contract had been made in good faith and that 1¼ cents per 100 pounds was not an excessive compensation for the service rendered by Peavey & Co. The Commission in its opinion noted the fact that this arrangement gave an advantage to Peavey & Co. over other grain operators having occasion to use or pay for the use of elevators, but inasmuch as there was no complaint before the Commission by the owners of other elevators we concluded that the discrimination was not serious and held that it ought not to be considered undue.

In 1907 the matter was again called to the attention of the Commission, this time also by railroads in competition with the Union Pacific upon the Missouri River. The Hepburn amendment of 1906 had in the meantime become effective, and the payment of rebates and the making of concessions had in the main ceased. These competitors of the Union Pacific now said to the Commission, that while theretofore the preference acquired by Peavey & Co. under this contract had been neutralized by the giving of various advantages and concessions in the rate to the competitors of that company, this was

no longer possible, and that unless the Commission prohibited the payment of the allowance under this contract all railroads at the Missouri River, and, finally, all railroads elsewhere would be compelled to make a similar payment.

While the Commission was impressed with the seriousness of the situation, and while upon this hearing one or two elevators not granted similar allowances were represented, on the whole we decided to adhere to our former conclusion that the discrimination was not undue. We did reduce the amount paid to three-fourths of 1 cent per 100 pounds.

It was earnestly insisted by the Union Pacific upon this occasion that it was still necessary for it to provide facilities for the unloading of its cars and the transfer of its grain at Council Bluffs.

What the competitors of the Union Pacific had prophesied, in fact happened. All lines bringing grain to the Missouri River or taking up grain at the Missouri River for transportation east put in an allowance of three-fourths of 1 cent per 100 pounds to all elevators upon the Missouri River. Lines serving both the Missouri River and St. Louis, while making the allowance at the Missouri River, declined to make it at St. Louis, and thereupon complaint was made to the Commission by grain interests at St. Louis that this course of action subjected that locality to undue preference.

Upon investigation and upon further consideration the Commission held that this complaint was well founded. The Chicago, Burlington & Quincy Railroad Co., for example, would take up grain at a point west of the Missouri River, bring it to Kansas City, allow it to be elevated at Kansas City, take it from the elevator and carry it to St. Louis for a total transportation charge the same as that imposed for a through shipment from the point of origin, without elevation at the Missouri River, and, in addition, it would pay to the owner of the grain three-fourths of 1 cent per 100 pounds for the privilege of handling that grain at Kansas City. Comparing two carloads of grain which originated at the same point in Kansas, standing upon the tracks in St. Louis ready for shipment east, the railroad company had retained as its own proceeds for the service rendered three-fourths of 1 cent per 100 pounds less in case of the car handled at Kansas City, although the cost of the service rendered by it was considerably greater. The grain dealer at St. Louis, who was obliged to provide his elevation facilities at exactly the same expense with his competitor upon the Missouri River and who performed exactly the same service in the transportation of the grain so far as handling it from the car and again into the car when it went on, was at a disadvantage as compared with his Missouri River rival by exactly three-fourths of 1 cent per 100 pounds.

The Union Pacific had claimed in the original investigation that its purpose in entering into its contract with Peavey & Co. had been to provide for the unloading of its cars and the storage and transfer of the grain, which was at that time a legitimate necessity in the operation of that road. It appeared upon the final hearing that in case of the Union Pacific even this necessity, to all practical intents, no longer existed. As to all the other railroads involved, there was no pretense of any such necessity. These carriers all admitted that there was no desire upon their part of transferring this grain at the Missouri River; that no such necessity existed in the handling of that grain; that the grain was stopped at the Missouri River for the convenience of the grain dealer who owned and operated the elevator at that point, and that the elevation allowance was paid not for a legitimate transfer or transportation service but purely for competitive reasons.

Upon this state of facts the Commission now held that a railroad company might provide for the transfer of grain en route whenever such transfer was a bona fide transportation necessity; that it might perform this service itself with its own facilities or that it might employ some individual or elevator to perform that service, paying therefor a reasonable compensation. But we further held that this grain was not unloaded at the Missouri River for the purpose of transfer nor for the accommodation of the railroad, but solely for the accommodation of the owner of the elevator, and that to pay him for a service performed for himself and for his own benefit was a discrimination against that elevator or locality where a similar payment was not made. We therefore prohibited the making of these elevation allowances.

The first section of the act as amended in 1906 includes transfer in transit and elevation as a part of the transportation service, and the fifteenth section provides that when a shipper performs himself any part of the transportation service he shall only be paid a reasonable compensation for such service, and that the Commission may, upon hearing, determine the amount of such compensation. Elevators located at the Missouri River which were receiving this allowance contended before the Supreme Court that these provisions taken together evidenced an intention upon the part of Congress to permit the payment of this allowance, even though such payment did result in a preference or advantage to the person receiving it, and this claim of the petitioners, as we understand it, has been approved by that court. The opinion of the court states the ground of its decision in the following language:

> The ground on which the payment to owners of grain finally was held to be a rebate had been considered from the beginning, and, as we have said, had been brought to the mind of Congress. It is that when the owners of the elevators own the grain put into them they have the opportunity to perform other services

to the grain in the way of treatment, or cleaning, clipping, and mixing the grain, which, although not included under the term elevation or paid for by the railroad, it is an advantage to them to be able to perform at the same time. This advantage is thought to create an undue preference and unjust discrimination. Of course the opportunities for fraud are adverted to, but the ground of the decision is that even an honest payment of the bare cost of elevating grain in transit gives an undue advantage if the elevator owner also owns the grain. As was pointed out by the court below, the final order is confined to grain that has been treated, weighed, inspected, or mixed.

We agree with the court below that this decision is erroneous in its conception of the grounds on which under the statute an advantage may be pronounced undue and in its assumption that Congress has left the matter open by merely permissive words. The principle as to advantages is recognized in Penn Refining Co. *v.* Western New York & Pennsylvania R. R. Co. (208 U. S., 208, 221). The law does not attempt to equalize fortune, opportunities, or abilities. On the contrary, the act of Congress in terms contemplates that if the carrier receives services from an owner of property transported or uses instrumentalities furnished by the latter, he shall pay for them. That is taken for granted in section 15; the only restriction being that he shall pay no more than is reasonable and the only permissive element being that the Commission may determine the maximum in case there is complaint (or now, upon its own motion). * * *

As we understand this language, the court holds that the Commission is powerless to forbid a carrier from paying this allowance, although it does result in a preference to the one receiving it, for the reason that Congress has approved, by the terms of the statute, this course of proceeding. In other words, the Supreme Court holds that a statute which was enacted for the express purpose of forbidding discrimination in favor of the owner of an elevator has permitted and perpetuated a possible discrimination in that very particular.

The court declares that "the law does not attempt to equalize fortune, opportunities, or abilities." We had never supposed it to be the intention of the act to regulate commerce to equalize fortune or ability, but we had supposed that a cardinal purpose of that act was to equalize opportunity, in so far as that opportunity was afforded, as here, by a railroad subject to the act, and we desire to call attention to the practical consequences of this decision.

An elevator is absolutely essential to the conduct of a grain business. The grain merchant must either own and operate an elevator himself or he must hire that service from some other elevator.

Here are two grain dealers in the city of Omaha. They have constructed elevators of equal excellence and capacity for an equal sum. The expense of operating those elevators is exactly the same.

Every bushel of grain taken into an elevator must, in the course of business, pass out of it; that is to say, it must be transferred through the elevator. A railroad company elects to pay one of these elevators what it calls a "transfer" charge, not because it actually

needs the transfer, but because the owner of the elevator desires to unload that grain and pass it through his elevator, which is the case at all these Missouri River elevators.

The other elevator receives no such allowance. Now, it is conceded by all parties to this transaction that three-fourths of a cent per 100 pounds will put the rival elevator out of business; that is to say, three-fourths of a cent per 100 pounds is a profit upon the transaction of the business and a sufficient profit to determine who, in the long run, shall handle that business.

It abundantly appeared in the St. Louis case that to permanently permit the payment of this elevation allowance at the Missouri River and to deny it at other points would be to compel the handling, in the first instance, of all this grain at the Missouri River. No other market can buy in any territory west of Kansas City in competition with Kansas City.

It is therefore of much consequence to know exactly what the effect of this decision is upon the right of a railroad company to pay or withhold these elevation allowances.

If the statute permits the Union Pacific Railroad Co. to select the Peavey elevator at Council Bluffs for the transfer of its grain, so long as it pays that company no more than the cost of the service, it would apparently follow, in the opinion of the court, that no undue discrimination could result if the Union Pacific were to confine its transfer business entirely to that elevator; but this does not seem to be the interpretation which the court itself puts upon its decision, as appears from an opinion handed down December 4, 1911, in *Union Pacific Railroad Company* v. *Updyke Grain Company et al.*

That proceeding grew out of this same situation at Omaha and Council Bluffs. Originally the Union Pacific had confined its business entirely to the Peavey elevator, but at a certain time it filed a tariff extending the allowance to all elevators in Omaha and Council Bluffs. That tariff, however, contained a provision to the effect that the allowance would only be paid where the car was returned to the Union Pacific Co. within 48 hours. Owing to the operation of certain rules as to the movement of cars to which the Union Pacific was a party it was impossible to return cars in most instances to the Union Pacific at all and in other instances they could not be returned within the 48 hours. Hence under the practical operation of this tariff elevation allowances were paid to elevators located upon the tracks of the Union Pacific and were not paid to other elevators, owing to the nonreturn of the cars.

The owners of these other elevators applied to the Commission, claiming that this tariff worked a discrimination against them, and asking reparation. The Commission sustained this complaint, holding that if the Union Pacific made this allowance to one elevator in

Omaha it must make it to all others under similar conditions, and that its tariff was discriminatory in that it imposed upon the owners of other elevators than those upon the Union Pacific an impossible condition, which amounted to an absolute refusal to pay the elevation allowance. Reparation was awarded upon that theory.

The Supreme Court now sustains these orders of the Commission, and must have been of the opinion that to pay an elevation allowance to one elevator and to refuse it to another amounts to undue discrimination.

It should be noted that the court held in the elevation cases that the Commission might provide that the allowance should only be paid in case of grain passing through the elevator in 10 days. Under this holding it will be possible to prevent, as a practical matter, the payment of elevation allowances to any considerable extent, since it would seldom happen that the elevator could afford to preserve the identity of the grain in order to show passage in 10 days as the price of obtaining the allowance.

The sum of these holdings seems to be:

1. That the payment of an elevation allowance is not unlawful.
2. That this allowance may be confined to grain passing through the elevator within 10 days.
3. That to pay such an allowance to one elevator and refuse it to another may be undue discrimination.

In an appendix of this report will be found a list of cases involving the orders of this Commission which are now pending before the Supreme Court of the United States, together with a brief statement of the issue involved in each case.

SUITS BEFORE THE COMMERCE COURT.

The act of June 18, 1910, created a special court, styled the United States Commerce Court, to which was given jurisdiction, among other things, of all suits brought to enjoin or to specifically enforce the orders of this Commission. The first session of that court was held February 15, 1911. Between the date of our last report to Congress and the opening of the Commerce Court no decision had been rendered by any circuit court affecting our orders.

There were, upon the organization of the Commerce Court, 36 cases pending in the various circuit courts, which, by the terms of the statute, were transferred to the docket of the Commerce Court. Since then 21 cases have been filed with that court, making a total of 57 cases.

Of these, two are petitions for mandamus filed by shippers to which the Commission is not a party and in which it has no interest. One is a proceeding brought by the Commission to compel the filing of

tariffs and to restrain the payment of an alleged rebate. The remaining 54 concern directly the orders of the Commission.

Of these 54 suits one was brought by the Commission to enforce its order. Nine were brought by shippers claiming that the orders of the Commission were unlawful in that they declined to grant proper relief, and 44 were suits brought by carriers to enjoin our orders.

Of the suits brought by carriers to enjoin the orders of the Commission, 10 had reference to our order under the hours of service statute, and, owing to a decision of the Supreme Court of the United States sustaining that order, they have been dismissed by the petitioners. In 3 cases the proceedings have terminated at the request of the Commission, and in 4 other cases the petitions were dismissed at the request of the carriers.

This would leave 37 cases affecting the orders of the Commission which may fairly be termed contested cases, to which should be added the suit brought by the Commission to compel the filing of tariffs, etc., making in all 38 cases. Of these, 30 have been heard and submitted to the Commerce Court since its organization, either for final decree or upon motion for preliminary injunction, of which all but 7 have been disposed of by that court up to this date, December 4, 1911. Several of the cases treated as disposed of still remain upon the docket of the Commerce Court pending an appeal to the Supreme Court from the preliminary injunction of the Commerce Court.

The Commerce Court has passed upon 13 applications for preliminary injunction, of which 8 have been granted and 5 denied.

In an appendix of this report will be found a brief synopsis of these cases, showing the question involved and the disposition of the case by the Commerce Court. Certain decisions are of sufficient general interest to warrant a more detailed reference.

WATER-CARRIER CASES.

The twentieth section of the act authorizes the Commission to require from all carriers subject to the act certain statistical information, and it is under this section that the Interstate Commerce Commission has established its system of statistical reports, and by virtue of which it is able to prescribe the form of accounts and examine the books of the carriers under its jurisdiction. The powers of the Commission under this section have generally been recognized as among the most salutary of those conferred by the whole act.

Water carriers are not subject to our jurisdiction unless they are operated under a common control or management with some rail carrier which is so subject, or unless there is an arrangement for a continuous carriage or shipment. This Commission holds that under this provision, where a water carrier handles a portion of its inter-

state business under joint tariff or by joint arrangement with a railroad company, that only the business so handled is subject to the act, and that as to its remaining business it is exempt from our jurisdiction. Just as a railroad whose business is partly State and partly interstate is subject to the act with respect to its interstate traffic but not with respect to its State traffic, so a water carrier is subject to the jurisdiction of this Commission with respect to that portion of its business which falls within the terms of the statute but not as to the remainder.

Under the twentieth section the Commission has always required railroads to render an account both of their State and their interstate business, and it is now requiring water carriers to give a similar account of their entire business when they have become subject to the act with respect to a portion of that business.

For this purpose the Commission served upon certain water carriers operating on Lake Michigan orders requiring them to file with the Commission this statistical information. Proceedings were begun to restrain the enforcement of these orders and the Commerce Court has decided that the orders, in the form in which they were served, are invalid.

The holding of the court, as we understand the opinion, is that the language of the twentieth section is limited by that of the first section, and that the power of the Commission to require statistical information is no broader than the business which is placed under its jurisdiction by section 1. That is, it can require of a water carrier an account of its revenues from business subject to the act, but can not require an account of its transactions so far as they relate to traffic not within the terms of the act.

It has been the understanding of this Commission that the twentieth section required carriers subject to the act to render an account of all their financial transactions. The section itself enumerates many of the items which shall be covered by these reports, and it is difficult to see how this information can be furnished if a distinction is to be made between business which is and that which is not under the purview of the statute. Carriers by rail have always been required to report to the Commission their entire operations, both State and interstate, and it must be evident that if their State business were to be entirely excluded from these reports the statistics themselves would be almost worthless.

Apparently the Commerce Court does not question the power of Congress to require from the carrier an account of its entire business, but holds that the intent was to confine the Commission to that portion of the business over which its jurisdiction extends. The matter is called to the attention of Congress, because if the Supreme Court of the United States, to which the case has been taken by appeal,

should sustain the holding of the Commerce Court, additional legislation would be required if the authority of this Commission over the accounts of common carriers is to be of the same value in the future as in the past.

THE PACIFIC COAST SWITCHING CASES.

In the cities of San Francisco and Los Angeles most industries are provided with private tracks constructed upon the land of the industry at the mutual expense of the industry and the railroad and subject to the mutual use of both industry and railroad. A very considerable portion of the carload freight handled in these two cities is delivered upon such industrial tracks, for which a uniform charge of $2.50 per car is made.

Generally speaking, in other localities no charge is imposed for spotting cars upon private tracks connected with the tracks of the railway which enjoys the line haul, and shippers at San Francisco and Los Angeles began proceedings before the Commission for the purpose of having such charges at these two points declared unlawful, the allegation being that to impose them was unjust and unreasonable under the first section and unduly discriminatory under the second and third. The Commission, after a long investigation, reached the conclusion that the charges were unlawful and ordered the carriers to cease and desist from longer imposing them. This order of the Commission the Commerce Court has enjoined.

The Commission held that, looking to the manner in which the tracks had been constructed and in which the business was handled, these industrial tracks were essentially a part of the terminal facilities of the defendants in these two cities; that the delivery upon the private track was a substitute service for delivery upon the team track; that the cost to the defendants of making carload deliveries upon these industrial tracks was no greater, on the whole, than that of making delivery upon the public team tracks of the defendants; and that therefore it was unjust and unreasonable to impose an additional charge for that service. The Commerce Court recognizes this as the ground upon which the decision of the Commission proceeds, but states that the facts upon which the Commission based its conclusion are undisputed, and that therefore the Commerce Court is not bound by the conclusion of the Commission, but may reach a different conclusion of its own. The language of the court upon this point is as follows:

> So far as the finding of the Commission that the industrial track service is the same as the team track or depot service is concerned, we are constrained to hold that it is not a finding which precludes this court from coming to a different conclusion upon the present record. In cases where there is a substantial conflict in the evidence or testimony upon which a finding of the Com-

mission is based, we would feel bound by the finding unless clearly and palpably against the weight of the testimony; but we do not think that this court is concluded by a finding of the Commission based upon admitted facts which in no wise tend to sustain the conclusion reached. In other words, as in this case, where all the facts are undisputed, we do not think that the Commission can, by an ultimate finding based upon the undisputed facts, preclude this court from reaching a conclusion of its own upon such undisputed and admitted facts. Where the facts are undisputed there is no occasion for facts to be found, and the ultimate conclusion of the Commission is a mixed question of law and fact which certainly ought not to be held to be conclusive upon the court.

Whether, all things considered, the cost to the railway of making delivery upon these private tracks was greater or less than the cost of making delivery upon the public team tracks, and whether in view of the whole situation it was just and reasonable to impose an additional charge where delivery was had upon the private track, were questions of fact, and in no sense questions of law. Before the Commission they were certainly controverted questions of fact upon which volumes of testimony were introduced, and hours of argument expended. It is difficult to imagine an instance in which there could be a more sharply defined question of fact than this very one which was presented to and decided by the Commission.

But while it happened to be otherwise in this particular case, it is true of the great majority of the cases heard before this Commission, that the facts are not in dispute. It is the conclusion to be drawn from those facts which is doubtful. Do the facts, not usually open to question, justify the further conclusion of fact that the rate or the practice under consideration is unjust and unreasonable? It is this inference of fact which the Commission must of necessity draw whenever it reaches a conclusion upon any question involving the reasonableness of a rate or the undueness of a discrimination. If the Commerce Court is correct in stating that where the facts are admitted, it is for that court to determine whether the rate is unreasonable or the discrimination undue, then ninety-nine one-hundredths of the orders of this Commission can be reviewed upon the question of fact by the courts.

THE LEMON CASE.

For eight years beginning with the year 1902 lines leading from California east maintained a rate of $1 per 100 pounds for the transportation of lemons from southern California to nearly all territory east of the Rocky Mountains. Effective November 15, 1909, that rate was advanced to $1.15. In 1902, when the $1 rate was first put in, the rate upon oranges was $1.25, and this continued in force until 1907, when it was voluntarily reduced by the carriers to $1.15. In 1905 the Commission after an extended investigation had held that

the rate on oranges ought not to exceed $1.10, the rate on lemons then being $1. Since the Commission had no power at that time to prescribe a rate for the future, this conclusion was never made effective.

Upon the filing of tariffs advancing the lemon rate to $1.15 growers of citrus fruits in southern California filed a complaint attacking both the orange and the lemon rates, insisting that each was excessive, and further insisting that the lemon rate should be lower than that on oranges. After elaborate investigation and consideration the Commission concluded that the $1.15 rate on oranges ought not to be disturbed for the present, but that the rate of $1 upon lemons should be restored. The Commerce Court, upon proceedings brought by the carriers, has enjoined this order.

The action of the court as stated in its opinion is based upon the ground that the Commission in the making of its order exceeded its legitimate authority, in that it was attempting, not to establish a reasonable freight rate, but to protect the American grower against the competition of his Sicilian rival. The reason given by the court for reaching this conclusion is that the Commission, in discussing the lemon rate, devoted a page and a quarter to those facts which relate to foreign competition, while giving but three-quarters of a page to the statement of two circumstances which distinguished the transportation of lemons from that of oranges.

The Commission has believed that it is often of advantage both to the public and to the carrier to know the state of facts to which its conclusion is applied, and it has ordinarily stated, sometimes at very considerable length, the facts before it. It has also sometimes, in addition, stated the reasons which have moved it in reaching a particular conclusion.

In this case we did not attempt to give any reason for the conclusion reached; we did state, in the briefest possible manner, the issues of fact as they were presented by the parties themselves upon the hearing.

The first issue was, What is a reasonable rate to apply to the transportation of oranges? And the facts bearing upon that issue are given in the first part of our opinion.

The second question was, Should the rate on lemons be lower than that upon oranges? In discussing this issue it was not necessary to repeat those facts, already given at considerable length, which applied to the movement both of oranges and of lemons, but only to refer to the points relied upon by the complainants as distinguishing the one from the other.

The point most earnestly pressed upon us by the complainants was that the carriers themselves had admitted the propriety of a lower

rate on lemons by having voluntarily maintained for eight years a rate of $1 upon that commodity, at first as compared with a rate of $1.25 upon oranges and afterwards with $1.15.

To this the carriers replied that the $1 rate had been established to enable lemon growers in California to meet Sicilian competition upon the Atlantic seaboard; that the duty upon lemons had been increased by the tariff act of 1908, and that therefore since the California grower now had tariff protection, there was no longer any occasion for the $1 rate.

The complainants answered that while the tariff on foreign lemons had been somewhat increased the added cost of producing this fruit in southern California as compared with Sicily more than offset the added protection afforded, so that whatever reason had existed before the act of 1908 for the $1 rate still existed.

In point of fact, we did not suppose that we had the slightest right to make good any tariff insufficiency, nor to protect by the freight rate the American against the foreign grower, and we did not, in the making of our order, for one moment entertain any consideration of that sort. We did have before us the fact that for eight years these carriers themselves had maintained a rate of $1 applicable to the transportation of this commodity, together with all that either party desired to say in explanation of that fact.

We call especial attention to these last two cases for the purpose of showing the manner in which the orders of the Commission are being reviewed. The Supreme Court has declared that the making of a transportation rate for the future is a legislative and not a judicial function. It has further apparently declared that this function may be exercised by Congress through the appointment of a commission acting under rules prescribed by it. The rate when fixed is just as much legislative when made by a commission as when made directly by the legislature itself.

That being so, the discretionary power involved in reaching the conclusion that a particular rate is or is not reasonable for the future, or that a particular discrimination is or is not undue, is a legislative discretion which can not be reviewed by the courts.

How is the exercise of this judgment in prescribing the future rate any the less legislative because there happens to be no dispute about the facts to which it is applied? Or how, if the conclusion of fact reached by this Commission can not be reviewed through judicial process, can a court look into the mind of the Commission for the purpose of determining whether that conclusion has been influenced by any improper motive or consideration?

Out of 27 cases passed on by the Commerce Court, preliminary restraining orders or final decrees have been issued in favor of the

railroads in all but seven cases, and of these only three are of any magnitude. In saying that the court has ruled in favor of the railroads we do not mean that the ruling has been always adverse to the Commission, but it has been adverse to the shippers' contention. For instance, the court decided in favor of the Commission in the two Cincinnati rate cases. These were proceedings in which the shippers of Cincinnati sought to have the Commission ordered to reopen a case and fix a lower scale of rates to Chattanooga than had been ordered, on the ground that the rates fixed by the Commission were unreasonably high and had been based upon considerations which the Commission should not have regarded, namely, competition from the East and the West. In these cases the court held that it had no right to review the findings of the Commission.

Again, in the Procter & Gamble case, involving the right of a carrier to impose demurrage on a private car standing on a private track, the Commission was sustained, its view being that for which the railroad also contended.

In but three cases of any consequence where the Commission and the shippers have been opposed to the railroads, have the orders of the Commission been sustained even temporarily by the refusal to grant a temporary restraining order. These cases were the Meeker case, the Salt Lake case, and the Omaha lumber case.

DIVISION OF CARRIERS' ACCOUNTS.

The Bureau of Statistics and Accounts has been separated during the year into two divisions—the Division of Statistics and the Division of Carriers' Accounts. The work coming under the jurisdiction of the latter division embraces the preparation, as provided in the twentieth section of the act, of a uniform system of accounts for railways and for the other classes of common carriers engaged in interstate commerce; it includes also the inspection and examination of the accounts and records of all such carriers with a view to the exercise of such supervision over them as will assure the enforcement of the accounting systems required by the Commission, the rendering of correct and accurate reports, and the disclosure of such discriminations and other illegal practices on the part of interstate carriers as are reflected in their accounts and records.

The board of examiners practically constitutes the Division of Carriers' Accounts. It consists of men selected from civil-service lists who have had practical experience in common-carrier accounting, and it is therefore an efficient agency for keeping the Commission advised of the practices of carriers, their relations with shippers, and the conditions under which transportation is conducted, as such facts may appear in the accounts and records of the carriers.

The work of the division during the past year has continued along the three general lines indicated in the last report of the Commission, namely:

1. The formulation of accounting rules and classifications for the use of carriers and the interpretation of those rules and classifications necessitated by the varied problems constantly arising in the accounting of carriers.
2. General examinations of the accounts of carriers.
3. Examinations or investigations for the development of information concerning special features of the operations or accounts of carriers for the use of the Commission in the consideration of special cases coming before it.

Pursuant to the amendments to the act, adopted in 1910, extending the jurisdiction of the Commission to telegraph, telephone, and cable companies, much progress has been made during the year in working out systems of accounts for this class of companies. It is expected that they will be made effective at an early date.

Important classifications promulgated under order of the Commission during the year are the Form of General Balance Sheet Statement for Express Companies and Regulations to Govern the Issuing and Recording of Passes of Steam Roads. The Form of Income and Profit and Loss Statement for Operating Steam Roads, the final step in rounding out the system of accounts for steam roads, has been practically completed during the year, and it is expected that this classification will be made effective in the early part of the coming year.

With the work of the past year the uniform systems of accounts for steam railways and express companies are practically completed. There remains, however, much work to be done to complete the systems of accounts for electric railways, sleeping-car companies, pipe lines, and water-line carriers. For electric railways, classifications of accounts for road and equipment expenditures, and for operating revenues and operating expenses, have been prescribed, leaving for future consideration the matters of a form of general balance sheet statement and a form of income and profit and loss account statement.

The classifications now prescribed for pipe lines, carriers by water, and sleeping-car companies embrace only those for operating revenues and operating expenses, leaving for future consideration classifications of property and equipment and the form of general balance sheet and income and profit and loss statements.

The system of accounts issued under order of the Commission for the use of water-line carriers, to become effective on January 1, 1911, has not been enforced, because in *Goodrich Transit Co.* v. *The Interstate Commerce Commission*, the Circuit Court of the United States for the Northern District of Illinois, on December 31, 1910, stayed the order of the Commission prescribing these accounts for water lines and the enforcement of the order was permanently enjoined by

the Commerce Court in the same proceeding on October 5, 1911. The details of that litigation are referred to elsewhere in this report.

During the year general examinations of the accounts of a number of important railway companies have been conducted. These examinations have been of an exhaustive nature. The work will be continued as rapidly as the force available will permit. The number of such examinations made during the past year was less than the number made during the previous year because of the greater demands made by the Commission upon the Division of Carriers' Accounts in connection with cases and investigations pending before it. In this field of work the division has been found a useful auxiliary of the Commission in enabling it to test and verify the financial and statistical exhibits and testimony offered in evidence by the parties to contested cases.

From the general examinations that have been conducted during the past year it is apparent that there is a growing appreciation among carriers and their accounting officers of the value and importance of correct and uniform accounting methods, and that generally speaking they are endeavoring to conform to the accounting rules and regulations that have been prescribed by the Commission. Nevertheless in a number of cases serious departures from those rules and regulations have been observed, some of which were due to inattention or carelessness, while in other cases there were reasons for thinking that the element of willfulness was not wanting. In all these cases the attention of the accounting officers has been directed to the irregularities, and an endeavor has been made to emphasize the fact that exact compliance with the rules and regulations of the Commission is expected. It may be, as further progress in this work is made, that the need of some disciplinary powers will be required, less severe than criminal indictment, to reach the less important cases of willful departure from our rules or cases resulting from inexcusable carelessness.

The special work of the Division of Carriers' Accounts during the past year has involved an extended investigation in the offices of the larger trunk-line carriers, and exhaustive analyses of certain features of the operations of express companies. Much field work has also been done in connection with investigation of industrial railroads. A similar investigation of switching and terminal railways is now under way.

It is felt that the work done along all these lines has gone far to realize the intent of Congress, and with the enlarged general work of the Commission it is apparent that this branch of the service can be used to increasing advantage.

SHIPPERS' CLAIMS.

From their annual reports to the Commission for the fiscal year ending June 30, 1910, it appears that the interstate steam railway lines during that year paid out the sum of $21,941,232 in settlement of claims presented by shippers for the loss of or damage to their freight in transit. For the fiscal year 1909 the amount paid out on this account was $24,916,380, and for the year 1908 such claims aggregated $27,554,526. The payment for the last-mentioned year amounted approximately to 1.6 per cent of the total freight revenue of the rail lines so reporting to the Commission. For the year 1909 the amount aggregated approximately 1.5 per cent, and for the year 1910, 1.1 per cent of their total freight revenue. Although it is apparently diminishing in amount, the charge thus made annually against the operating expenses of the rail lines is still substantial enough to be a heavy tax on the transportation of the country.

There are reasons for thinking that this burden is susceptible of reduction. In the course of its general examinations of the accounts of interstate carriers numerous instances have come to the attention of the Commission where claims presented by shippers have been paid after a merely perfunctory investigation of their merits, and in some cases apparently without any investigation at all. Claims of a shortage in the amount or weight of the merchandise delivered at destination are not infrequently allowed without evidence and often without investigation of the amount or weight of the shipment delivered to the carrier at the point of origin. A mere notation on the freight bill is often accepted by a carrier as sufficient evidence of the merits of a claim and as a sufficient basis for its prompt payment without further information. The demoralization that may easily arise out of such methods is apparent. To a shipper seeking an advantage over his competitors, or to a carrier desiring to give such an advantage to a particular shipper, it is unimportant whether the preference be created through a concession in the rate or through the payment of a fictitious or excessive claim for loss of merchandise or damage to it in transit, or through an improper payment on the ground that the carrier has computed its charges on an excessive weight. The device of giving to a particular shipper an advantage through the payment of an excessive claim or a claim without merit, may be used by a carrier more successfully and with less danger of detection than by a departure or concession from the published rate. As one after another of the other avenues for discrimination or fraud are closed, as the result of the more intimate supervision by the Commission of the practices of carriers in recent years, it is natural that those among shippers and carriers who are still willing to evade the terms and the spirit of the law will

not overlook a channel that appears still to be open for such abuses. Even where there is no affirmative and deliberate intent to evade the law, the same wrongs may result through the failure and neglect of a carrier to make proper investigation before paying such a claim. The importance of the matter in its effect upon the basis of rates which the transportation of the country should bear is so obvious that it need not be further emphasized here. It is but fair, however, to add that the carriers on their own motion have taken up the question, and there are already signs of much improvement in the unsatisfactory conditions that have heretofore prevailed.

One of the phases of the situation is the frequent complaint by shippers of the rejection by carriers of valid claims upon technical or inequitable grounds. Still another feature is the unwarranted delay by carriers in the investigation and adjustment of many claims. This is particularly irritating when the claim is for an overcharge in the rate exacted by the carrier and is presented by the shipper accompanied by references to the tariffs that seem conclusively to prove that the amount collected was excessive and, therefore, unlawful under the act. Many instances have developed in our general examinations of the accounts of carriers where their records show that the overcharge has been discovered by the accounting officers, and yet no effort, apparently, has been made to refund the excess to the shipper. It not infrequently happens that the shipper does not know that an unlawful rate has been collected and that he is entitled to a refund; he has, therefore, made no claim upon the carrier. In numerous instances of that kind it has been found that although the overcharge has been discovered by the carrier, no steps have been taken to locate the shipper and return the excess to him. The difficulty of proving a guilty intent on the part of the carrier in such cases to withhold the amount from the shipper is obvious, and it can not be doubted that in some cases an indictment would seem to be a harsh remedy.

Claims for the loss of or damage to property in transit are settled by carriers in accordance with the rules of the freight claim association, to which most of the interstate carriers of the country belong. Although more strictly an accounting matter rate overcharge claims are ordinarily adjusted by the same officials that adjust claims for loss and damage. The rules of the association were formulated primarily in order to provide a basis for the settlement of claims as between carriers; they give the association no power to enforce its rulings and any carrier is at liberty to withdraw if under the rulings of the association that course seems to be to its interest. That the rules tend to delay rather than to facilitate the settlement of claims, and that to this extent at least they do not properly safeguard

the interest of claimants is indicated by complaints received from different parts of the country. It has become apparent therefore that, in the public interest, the adjustment of claims should be put on a sounder basis. With this thought in mind the Commission entered upon an investigation of this question some time ago, and in a conference between one of its members and the representatives of the carriers its attitude in relation to the problems involved was informally stated. Thereupon the carriers, realizing the importance of the matter, indicated their willingness to cooperate with the Commission in a reexamination of the whole situation and with a view to arriving at some basis that would result in the prompt consideration and settlement of just claims, and in methods for their consideration that would result in their prompt disposition, in better protection of the integrity of published rates, and in the elimination of the evils to which reference has been made. To the good faith of the carriers in this effort, and to their cooperation, may partially be due, it is thought, the reduction of nearly $3,000,000 in the amount paid to claimants during the year 1910, as compared with the amount paid during the previous year, notwithstanding a large increase during the same period in the business of the carriers. The special conference committee of the freight claim association has been cordially cooperating with the Commission in the study of the methods and forms and records to be used in the investigation and settlement of claims. Many important phases of the situation have been discussed. Realizing that its present rules are in some respects inadequate to meet the requirements of present conditions, and apparently desiring such amendments thereto as will adjust them to meet the interests of both carriers and shippers, at the same time adhering to the letter and spirit of the law, the freight claim association has asked the Commission to make such suggestions as may lead to their betterment.

The extent of the authority and jurisdiction of the Commission to prescribe rules and forms and records for the use of carriers in the adjustment of claims is a question that has been mooted but has not been seriously considered either by the Commission or by the freight claim association. The need of a readjustment of the situation is fully recognized by both and it is hoped that in the near future some agreement will be arrived at with respect to methods, forms, and records to be prescribed (so far as they are in the power of the Commission to prescribe) and will be cordially accepted by the carriers as a basis of their future disposition of the claims of shippers.

COLLECTION OF OVERCHARGES AND ADJUSTMENT OF CLAIMS BY CARRIERS.

The Commission has decided, in construing together the various provisions of the act to regulate commerce, that the period of limitation fixed in the act, two years, within which reparation may be awarded to the shipper dates from the time of the delivery of the shipment to the consignee. (*L. W. Blinn Lumber Co.* v. *Southern Pacific Co.*, 18 I. C. C., 430.) At the same time under the law the carriers are required to collect their tariff rates, and frequent cases have arisen where the shipper was called upon more than two years after the shipment had been delivered to pay an amount in addition to that paid at the time of the delivery, the carrier not having collected its full tariff rate at that time. In some of these cases the total rate was manifestly excessive and unreasonable, but the Commission was unable to grant relief to the shipper because more than two years had expired after the shipment moved. It is suggested that Congress meet this situation by amending the act, making it compulsory for the carrier to collect its full charges within a reasonable period (perhaps 90 days), and if not collected within that time it shall be deemed guilty of giving a rebate to such shipper.

In the multitude of claims filed with the carriers by shippers it not infrequently happens that some remain undisposed of by the carriers until the period of the statute of limitations is passed, or is so nearly run that when the shipper is advised by the carrier that his claim is denied and he undertakes to present same he finds it is barred. The practice of presenting claims to the carriers in this way is intended to secure not only an early adjustment, but also to avoid the expense of litigation to both parties; and it would not seem unjust if the carriers were required, under suitable penalties, to dispose of claims and advise the claimant of their disposition within a reasonable time—less than the full period of the statute of limitations—in order to prevent the hardship that results to the claimant in meritorious cases, when by reason of his efforts to avoid litigation the determination of his claim upon its merits is defeated by the delay of the carriers in advising him of their disposition of the claim.

It is not believed by the Commission that the extension of the period within which claims are required by the statute to be presented to it would ameliorate the hardships due to the neglect or delay of carriers in the collection of lawful charges and the disposition of claims filed with them; nor is it deemed advisable for any reason that this period be extended.

DIVISION OF STATISTICS.

Included in the work of the Division of Statistics is the testing of the annual corporate and operating reports made by carriers on forms issued by the Commission, and the compilation therefrom of such matters as are considered worthy of general publication. Monthly reports of revenues and expenses have been required, beginning as of July 1, 1907, from common carriers operating steam railway lines; beginning as of January 1, 1909, from express companies; and since June 30, 1911, from The Pullman Company, the only sleeping-car company of any appreciable importance.

The compilation of returns from the reports of steam railway companies for the year ended June 30, 1910, has been completed, and the matter is now in the hands of the Government Printing Office. It should be ready for issue at an early date.

The importance of satisfying the demand for an earlier publication of railway statistics has been recognized by the Commission, and the Division of Statistics has compiled from the returns made, for the year ended June 30, 1911, by steam-railway carriers having gross operating revenues of $10,000,000 and upward, a preliminary abstract now in course of publication, showing a great number of items as returned by such carriers. Many of these classes of items have not heretofore been shown in any of the Commission's publications, and it is hoped that their collection in this preliminary abstract will be of interest to railway officers and others engaged in the study of such matters. The publication of this preliminary abstract is this year somewhat experimental, and upon the character of its reception will largely depend the extent and form which will be taken by a corresponding publication if made next year.

The number of operating companies included in the preliminary abstract is 62. For the year ended June 30, 1911, these companies operated an average of 171,745.19 miles of road. Each of these companies rendered an operating report for the year ended June 30, 1910, and a comparison of the combined statements of the items of their income accounts for the two years is of sufficient interest to warrant its insertion.

Summary statement of operating income account of steam railway carriers in the United States having operating revenues in excess of $10,000,000 for the year ended June 30, 1911.

Item.	Grand total (62 carriers).		Official classification territory (26 carriers).[1]		Southern classification territory (11 carriers).[1]		Western classification territory (25 carriers).[1]	
	1911	1910	1911	1910	1911	1910	1911	1910
Average number of miles of road operated	171,745.19	169,511.77	41,471.40	40,963.75	33,308.66	33,044.28	96,965.13	95,503.74
Operating income:								
Rail operations—								
Operating revenues	$2,304,747,288	$2,284,415,521	$1,016,403,900	$1,001,889,410	$342,564,824	$327,652,481	$945,778,564	$954,873,630
Operating expenses	1,571,926,782	1,502,098,957	713,180,846	666,996,020	234,883,579	220,449,826	623,862,357	614,653,111
Net operating revenue	732,820,506	782,316,564	303,223,054	334,893,390	107,681,245	107,202,655	321,916,207	340,220,519
Outside operations—								
Revenues	56,515,416	55,499,222	32,172,308	31,261,009	3,148,843	3,282,957	21,194,265	20,955,256
Expenses	55,343,358	54,117,002	31,501,535	31,143,235	3,168,105	3,182,111	20,673,718	19,791,656
Net revenue from outside operations	1,172,058	1,382,220	670,773	117,774	[2] 19,262	100,846	520,547	1,163,600
Total net revenue	733,992,564	783,698,784	303,893,827	335,011,164	107,661,983	107,303,501	322,436,754	341,384,119
Taxes accrued	84,101,751	81,109,706	37,270,669	35,419,665	12,692,544	11,426,468	34,138,538	34,263,573
Operating income	649,890,813	702,589,078	266,623,158	299,591,499	94,969,439	95,877,033	288,298,216	307,120,546

[1] The assignment of carriers among the several classification territories is necessarily arbitrary in those cases in which carriers operate in more than one of them.
[2] Deficit.

All operating steam railway carriers of any importance are required to make to the Commission monthly reports of revenues and expenses. Each report shows, in a form convenient for comparison, the figures for the month and those for the same month of the preceding year. The report for each month, except July, shows also the cumulative figures for the period from July 1 to the close of the month named in the report, giving such figures for the preceding fiscal year as well as for the current fiscal year. From the reports rendered for the month of June it is thus possible to read the principal operating items of the income account for the year. Because of the early date at which monthly reports are required to be filed it occasionally is found necessary by a carrier to make, in its annual report, slight modifications of the figures earlier submitted for the year in its monthly report for June; but usually no considerable changes are necessary, and for the purposes of comparison of the operating revenues and expenses of one year with those of its predecessor the figures compiled from the monthly reports may be considered satisfactory. From the reports rendered by steam railway carriers for the month of June, 1911, the following figures are compiled. Discrepancies between the figures here published for the year ended June 30, 1910, and those published for that period in the Commission's twenty-fourth annual report are due to the fact that the carriers, in their later reports, embody in their figures relating to prior periods corrections of errors discovered in their earlier reports. A comparison of the relations between the figures for the two years shown below with the like relations in the case of the carriers, the operating revenues of each of which for the year ended June 30, 1911, exceeded the sum of $10,000,000, shows that the relations of the figures for operating revenues and operating expenses are substantially the same for the large carriers as for the entire country. It should be noted, in this connection, that the monthly reports from which the following figures are derived include those rendered by switching and terminal companies; also that the amounts shown hereunder for taxes include only those charged to income account by *operating* companies. Taxes charged to income account by lessor and other non-operating companies not making monthly returns are not included.

General summary of monthly reports of revenues and expenses of steam roads.

Item.	Year ended June 30—		Average per mile of road operated.	
	1911	1910	1911	1910
Average number of miles of road operated	243,229.38	239,483.49		
Operating revenues:				
Freight	$1,929,335,456.59	$1,934,771,579.74	$7,932.16	$8,078.94
Passenger	658,772,785.78	631,340,776.52	2,708.44	2,636.26
Other transportation	202,762,574.20	193,623,216.45	833.63	808.50
Nontransportation	27,909,581.89	26,944,043.41	114.75	112.51
Total	2,818,780,398.46	2,786,679,616.12	11,588.98	11,636.21
Operating expenses:				
Maintenance of way and structures	369,581,610.47	373,386,571.14	1,519.48	1,559.13
Maintenance of equipment	431,892,653.00	417,212,906.38	1,775.66	1,742.14
Traffic	59,344,440.93	56,198,298.31	243.99	234.66
Transportation	1,000,603,053.40	931,062,770.50	4,113.82	3,887.80
General	74,046,630.37	68,767,531.10	304.43	287.15
Total	[1] 1,935,511,581.13	[2] 1,846,702,779.95	7,957.56	7,711.19
Net operating revenue:				
Rai operations	883,268,817.33	939,976,836.17	3,631.42	3,925.02
Outside operations	2,072,538.18	2,655,347.22	8.52	11.09
Total net operating revenue	885,341,355.51	942,632,183.39	3,639.94	3,936.11
Taxes	109,108,490.26	104,821,374.70	448.58	437.70
Operating income	776,232,865.25	837,810,808.69	3,191.36	3,498.41

[1] Includes $43,192.96 unclassified. [2] Includes $74,702.52 unclassified.

Closely analogous to the service rendered by railways in the transportation of freight is that rendered by express companies. These companies rely very largely on steam railways for the transportation of goods intrusted to them, using in most cases the faster trains of the carriers. Of recent years the express companies have also developed arrangements with electric railway lines whereby the service rendered by the latter is utilized in greater degree each year. The distribution among various classes of carriers of the route mileage of the express companies on June 30, 1910, and June 30, 1911, is shown hereunder.

Classification of mileage covered by operations of express companies on June 30, 1911 and 1910.

Name of carrier.	Total mileage.		Steam-road mileage.		Electric-line mileage.		Steamboat-line mileage.		Stage-line mileage.	
	1911	1910	1911	1910	1911	1910	1911	1910	1911	1910
Total	270,666.37	258,128.77	243,721.41	237,868.21	7,291.94	6,608.79	18,939.65	12,820.15	713.37	831.62
Adams Express Co	36,560.52	36,495.00	32,784.94	32,873.00	314.58	245.00	3,438.00	3,304.00	23.00	73.00
American Express Co	56,877.95	55,577.84	54,344.00	52,907.89	590.70	572.95	1,919.75	2,073.50	23.50	23.50
Canadian Express Co	7,230.31	7,128.27	6,400.31	6,298.27	66.00	66.00	737.00	737.00	27.00	27.00
Canadian Northern Express Co	3,391.80	3,314.50	3,369.80	3,292.50	22.00	22.00	.....	.....	.....	.....
Globe Express Co	2,903.63	1,915.65	2,903.63	1,915.65	.....	.....	.....	.....	.....	.....
Great Northern Express Co	8,803.54	8,215.37	8,466.15	7,834.78	197.39	169.59	140.00	211.00	.....	.....
National Express Co	1,640.25	1,640.25	1,422.25	1,422.25	70.00	70.00	148.00	148.00	.....	.....
Northern Express Co	7,625.88	6,862.47	7,310.48	6,593.47	54.40	8.00	261.00	261.00	.....	.....
Pacific Express Co	16,980.65	16,962.43	15,938.11	15,943.89	539.20	515.20	503.34	503.34	.....	.....
Southern Express Co	32,580.60	32,213.00	31,654.60	31,317.00	80.00	80.00	846.00	816.00	.....	.....
United States Express Co	32,748.28	32,771.46	28,836.99	28,815.38	3,444.59	3,205.13	466.70	750.95	.....	.....
Wells Fargo & Co	58,471.56	51,522.84	45,446.75	45,152.44	1,909.08	1,650.92	10,475.86	4,011.36	639.87	708.12
Western Express Co	4,851.40	3,509.69	4,843.40	3,501.69	4.00	4.00	4.00	4.00	.....	.....

In the preceding table the figures for June 30, 1910, have had the benefit of the tests made by the Division of Statistics in connection with the annual reports rendered by express companies for the year ended on that date; but those for June 30, 1911, have not been thus tested, and while presumably correct should not be accepted as final. The same remark applies to the following figures from the income accounts of the express companies for the years ended June 30, 1910, and June 30, 1911:

Statement of income account of express companies for the years ended June 30, 1911 and 1910, as shown in annual reports to the Interstate Commerce Commission.

Item.	Grand total—13 companies.			
	1911		1910	
Operating income:				
Express operations—				
Gross receipts from operation	$152,555,521.85		$146,116,315.66	
Express privileges—Dr.	73,956,450.13		69,917,561.83	
Operating revenues		$78,599,071.72		$76,198,753.83
Operating expenses		67,070,636.80		61,690,472.98
Net operating revenue		11,528,434.92		14,508,280.85
Outside operations—				
Revenues	263,151.43		151,275.25	
Expenses	250,034.17		140,748.17	
Net revenue from outside operations		13,117.26		10,527.08
Total net revenue		11,541,552.18		14,518,807.93
Taxes accrued		1,315,200.58		1,126,726.38
Operating income		10,226,351.60		13,392,081.55
Other income:				
Separately operated properties—Profit	130,615.57		146,646.61	
Dividends declared on stocks owned or controlled	3,268,914.74		2,037,733.59	
Interest accrued on funded debt owned or controlled	1,643,563.56		1,515,014.57	
Income from other permanent investments	406,947.22		548,308.34	
Miscellaneous income	859,313.86		1,386,088.95	
Total other income		6,309,354.95		5,633,792.06
Gross income		16,535,706.55		19,025,873.61
Deductions from gross income:				
Separately operated properties—Loss.				
Interest accrued on funded debt	820,239.45		860,580.54	
Other interest	175,537.29		89,827.09	
Sinking funds chargeable to income				
Other deductions	172,357.45		86,908.78	
Total deductions from gross income		1,168,134.19		1,037,316.41
Net corporate income		15,367,572.36		17,988,557.20
Disposition of net corporate income:				
Dividends declared from income[1]		5,848,082.74		5,928,103.95
Additions and betterments charged to income		30,941.41		47,561.93
Appropriations to reserves				50,000.00
Miscellaneous appropriations				3,000.00
Balance for year carried forward to credit of profit and loss		9,488,548.21		11,959,891.32

[1] Besides the dividends declared from income, dividends were declared from surplus in the two years, as follows: In 1911, $8,496,960.11, and in 1910, $26,775,726.66.

An important auxiliary to the passenger service rendered by steam railway lines is the sleeping-car and parlor-car service, furnished principally by The Pullman Company, although on a few railway lines such service is furnished by the railway companies. As illustrative of the condition of this service, the following figures, compiled from the report of The Pullman Company for the month of October, 1911, are submitted:

Summary statement of revenues and expenses reported by The Pullman Co.

Item.	For the month of October.			From the beginning of the fiscal year to the end of October.		
	Current fiscal year (July 1, 1911, to June 30, 1912).	Preceding fiscal year (July 1, 1910, to June 30, 1911).	Increase or *decrease.*	Current fiscal year (July 1, 1911, to June 30, 1912).	Preceding fiscal year (July 1, 1910, to June 30, 1911).	Increase or *decrease.*
CAR OPERATIONS.						
Berth revenue	$2,762,733.12	$2,735,253.95	$27,479.17	$11,925,482.52	$11,800,307.60	$125,174.92
Seat revenue	466,595.13	452,590.38	14,004.75	2,251,269.49	2,120,119.47	131,150.02
Charter of cars	61,310.89	110,760.16	*49,449.27*	238,178.94	246,593.73	*8,414.79*
Uncollected ticket revenue	*51,368.16*	*48,352.46*	3,015.70	19,188.25	20,073.83	*885.58*
Other miscellaneous revenue	5,181.66	6,357.02	*1,175.36*	21,094.31	24,281.52	*3,187.21*
Total	3,244,452.64	3,256,609.05	*12,156.41*	14,455,213.51	14,211,376.15	243,837.36
Association revenue—Dr	49,157.51	57,721.15	*8,563.64*	239,236.31	275,553.78	*36,317.47*
Contract revenue—Dr	56,000.00	124,221.02	*68,221.02*	331,515.80	258,792.60	72,723.20
Total operating revenues	3 139,295.13	3,074,666.88	64,628.25	13,884,461.40	13,677,029.77	207,431.63
Maintenance:						
Total of accounts 1 to 10	1,197,093.22	1,287,385.27	*90,292.05*	4,335,101.03	4,056,032.20	279,068.83
Repairs refunded—Cr	71,730.85	74,297.24	*2,566.39*	330,034.98	322,011.61	8,023.37
Total	1,125,362.37	1,213,088.03	*87,725.66*	4,005,066.05	3,734,020.59	271,045.46
Conducting car operations	1,007,720.69	831,313.83	176,406.86	3,817,836.93	3,388,614.27	429,222.66
General expenses	85,047.53	70,847.59	14,199.94	306,296.32	290,969.91	15,326.41
Total operating expenses	2,218,130.59	2,115,249.45	102,881.14	8,129,199.30	7,413,604.77	715,594.53
Net operating revenue	921,164.54	959,417.43	*38,252.89*	5,755,262.10	6,263,425.00	*508,162.90*
OUTSIDE OPERATIONS.						
Total revenues	89,099.12	93,518.49	*4,419.37*	360,613.57	358,730.99	1,882.58
Total expenses	89,010.57	100,622.81	*11,612.24*	372,294.96	368,144.73	4,150.23
Net revenue	88.55	*7,104.32*	7,192.87	*11,681.39*	*9,413.74*	2,267.65
Total net revenue	921,253.09	952,313.11	*31,060.02*	5,743,580.71	6,254,011.26	*510,430.55*
One-twelfth of annual taxes	70,000.00	69,180.96	819.04	311,935.33	276,723.84	35,211.49
Operating income	851,253.09	883,132.15	*31,879.06*	5,431,645.38	5,977,287.42	*545,642.04*

	Miles.
Total railway mileage over which respondent conducted operations on October 31, 1911	121,539
On corresponding date of previous year	120,063

In view of the circumstances attending the development and operation of the electric railways of the United States and the character of their traffic, it has been recognized that under present conditions a very large proportion of such railways should not be considered as engaging in interstate commerce, although, as noted in the last report, the tendency on the part of many to engage in the interstate trans-

portation both of passengers and of freight and express matter has continued, and there are examples of the development of extensive traffic on numerous electric lines which seem to be ready to enter the field once solely occupied by the steam roads.

The work of the Division of Statistics relating to the electric railways has been of a rather preliminary nature, looking in part toward the establishment of a full and satisfactory list of the companies that are clearly engaged in interstate commerce and subject to the jurisdiction of the Commission. The year ended June 30, 1911, was the fourth year for which detailed annual reports were required from electric railway companies, and it should be noted that the relative number of companies reporting has increased with each successive year. Because of the fact that the number of companies reporting is only a small fraction of the entire number in the United States, and their financial importance is even less in proportion, it has not been judged advisable to compile from their reports any figures for publication, although such reports are tested and analyzed in order to determine their reliability.

It seems worthy of mention that nearly all the State commissions that have jurisdiction over electric railways have made use of forms for report substantially the same as those used by the Interstate Commerce Commission, thus contributing in large measure to a uniformity in requirements desirable for many reasons, among them the comparison of returns made to the various commissions.

The Division of Statistics has also accumulated certain reports and other information regarding pipe-line companies. The development of forms and instructions governing reports to be required of telephone and telegraph companies will be undertaken at an early date, being dependent upon the completion of standard schemes of accounts for such companies, the development of which schemes is now in the hands of the Division of Carriers' Accounts.

Under date of June 15, 1910, Special Report Series Circular No. 10 was issued under an order requiring carriers by water to report to the Commission the details of capital stock, funded debt, names of principal stockholders, revenues, expenses, and income; also certain traffic statistics. This special report was required only of lines that were presumed to be subject to the jurisdiction of the Commission; that is, carriers engaged in transportation, as stated by the act to regulate commerce, "partly by railroad and partly by water when both are used under a common control, management, or arrangement for a continuous carriage or shipment." The date for making returns to the inquiries contained in this circular was fixed as October 31, 1910, but it was later extended to December 31, 1910. Fifty-four companies filed returns, some of which were incomplete.

The Goodrich Transit Co., in the Circuit Court of the United States for the Northern District of Illinois, Eastern Division, secured an injunction staying the order of the Commission until the further order of the court. The bill filed by the Transit Co. averred that the interrogatories contained in the circular made no distinction between that portion of the business of the Transit Co. which was solely intrastate or which was wholly port-to-port interstate business, and that portion of interstate business which was carried under joint rates or under through routing arrangements with some railway line; that a large number of the questions pertained solely to the internal affairs of the company, which the Commission, it alleged, has no constitutional authority to regulate or to inquire into; and that the Commission is without power to regulate commerce which is wholly intrastate or to make inquiries in respect thereto.

After the opening of the United States Commerce Court the case was transferred to that tribunal, and on October 5, 1911, the court rendered a decision granting the prayers of the petitioners for orders of injunction. An appeal has been taken to the United States Supreme Court.

The Commerce Court held that—

> Petitioners are amenable to the law with respect to all interstate business done by them in connection with railroads under arrangements such as have been discussed, and the Commission acted within its authority when it made orders for reports with respect to such business and prescribed forms of accounting for such business; but it went beyond its authority in calling for reports of transactions relating exclusively to "port-to-port" interstate business or in intrastate traffic or affairs, and in propounding questions and prescribing bookkeeping and accounting methods in respect thereto.
>
> A recast of the forms of report should be made by the Commission, acting in conformity with the views herein expressed. We think it advisable that the Commission, rather than the court, should proceed to make the recast.

No recast has yet been made of the forms of reports required, and it is doubtful whether any statement which might be made showing only the results from operations on traffic handled "under a common control or arrangement" would, of itself, serve a useful purpose.

The operating revenues and expenses of carriers by water pertaining to interstate traffic handled under a common arrangement, to interstate port-to-port traffic, and to intrastate business, are so commingled that it is useless to attempt to obtain complete information in respect to one class of transportation unless full information be furnished for all classes.

Among the statements contained in the decision of the Commerce Court are the following:

> This being true, inasmuch as the reports of affairs accounts, finances, and like things of the carriers are evidence for the ascertainment of facts relating to the interstate business, which alone is the proper subject of regulation, the

scope of the right to call for the report is confined by the nature of the business to be set forth within the report when made. As a correlative proposition, the obligation upon the carrier, subject to the provisions of the act, is to report such business as is interstate and not exempt, and under section 20 there is no obligation upon it to report other business. * * * The Commission, in the exercise of the power to establish a uniform system of accounting, can only lay down forms and rules which relate to the subject itself, interstate traffic not exempt. * * * In so far as the reports called for and the accounting rules prescribed extend beyond such interstate business of the carriers, or include matters of intrastate traffic accounts and affairs and concerns exclusively, they become invasions of the rights of the carriers, and to the extent of such invasions are unlawful.

If these and other expressions of the Commerce Court should finally be approved by the Supreme Court of the United States, additional legislation will be necessary before the Commission can continue the recently inaugurated work of developing operating statistics. It should be stated, however, that the rail carriers have, without exception, expressed their readiness to cooperate with the Commission in this work as they have done before in the formulation of accounts. Railway officials have already been designated to this task, and there is every reason to believe that the carriers will not take advantage of the present situation to interrupt a promising line of statistical work. It should, furthermore, be added that since 1888 the rail carriers have made reports to this Commission covering both State and interstate business.

RAILWAY ACCIDENTS.

The monthly accident reports filed with the Commission prior to July 1, 1910, by the carriers subject to the act of March 3, 1901, were limited to casualties to *passengers* and to *employees on duty*, all other accidents being included in their annual financial and operating reports.

The act of May 6, 1910 (36 Stat. L., 350), by which the former statute was repealed, requires the carriers subject to its terms to file with the Commission monthly reports of "all collisions, derailments, or other accidents resulting in injury to persons, equipment, or roadbed," and relieves such carriers from the duty of including such accidents in their annual reports. The monthly reports, therefore, since July 1, 1910, include all casualties, as shown by the following table:

Casualties to persons, years ending June 30.

	Steam.				Electric.			
	1911		1910		1911		1910	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Passengers:								
In train accidents	142	6,722	198	7,166	75	1,182	29	1,190
Other causes	214	6,711	197	5,941	30	1,101	26	1,218
Total	356	13,433	395	13,107	105	2,283	55	2,408
Employees on duty:								
In train accidents	620	6,601	712	6,776	16	121	12	94
In coupling accidents	209	2,966	205	2,981	2	13	2	21
Overhead obstructions, etc	76	1,510	95	1,376	3	18	2	10
Falling from cars, etc	539	12,989	585	13,184	10	95	4	60
Other causes	1,427	21,782	1,774	44,229	20	116	27	194
Total	2,871	45,848	3,371	68,546	51	363	47	379
Total passengers, and employees on duty	3,227	59,281	3,766	81,653	156	2,646	102	2,787
Employees, not on duty:								
In train accidents	13	174	.....	.....	.....	5	.....	.....
Overhead obstructions, etc	2	13	.....	.....	.....	.....	.....	.....
Falling from cars, etc	49	357	.....	.....	.....	9	.....	.....
Other causes	228	410	.....	.....	4	4	.....	.....
Total	292	954	.....	.....	4	18	.....	.....
Other persons, not trespassing:								
In train accidents	11	175	.....	.....	1	5	.....	.....
Other causes	1,143	4,898	.....	.....	132	476	.....	.....
Total	1,154	5,073	.....	.....	133	481	.....	.....
Trespassers:								
In train accidents	81	141	.....	.....	.....	.....	.....	.....
Other causes	5,203	5,473	.....	.....	117	119	.....	.....
Total	5,284	5,614	.....	.....	117	119	.....	.....
Total accidents involving movement of cars or engines	9,957	70,922	.....	.....	410	3,264	.....	.....
Industrial accidents to employees, not involving movement of cars or engines	439	79,237	.....	.....	10	399	.....	.....
Grand total	10,396	150,159	.....	.....	420	3,663	.....	.....

Attention is called to the fact that of the total number killed (10,396), 356 were passengers, and 2,871 employees on duty in train service. Out of 150,159 persons injured, 13,433 were passengers, and 45,848 employees on duty in train service. Attention is also called to the large number of accidents which are the result of trespassing upon the tracks of the carriers.

Accidents to "other persons, not trespassing," include accidents occurring to travelers on the public highway at grade crossings, and to other persons whose duties require them to be on the property of the carrier.

Industrial accidents comprehend accidents sustained by employees while working on tracks, bridges, boats, and wharves, in shops and engine houses, and at stations or other places where no moving car or engine is involved.

The figures opposite the item "other causes" are not to be compared with such figures for 1910, for the reason that many of the accidents so classified in that year were in fact industrial accidents, and are shown as such in the statistics for 1911.

Statistics of casualties classified in the above table otherwise than as accidents to *passengers* and to *employees* on duty, and occurring prior to July 1, 1910, may be found in the annual statistical reports of the Commission.

The act of May 6, 1910, empowers the Commission to investigate collisions, derailments, and other accidents occurring on the line of any common carrier engaged in interstate or foreign commerce.

By an order of the Commission dated June 21, 1911, the carriers subject to the act are required to report immediately by wire the occurrence of any accident resulting in the death of one or more persons. If deemed expedient the facts and circumstances surrounding the accident are then investigated by the Commission, with a view to determining the causes and fixing the responsibility therefor.

Such investigations generally have been conducted by the inspectors of safety appliances by reason of their special training and peculiar fitness for the work, and they have cooperated therein whenever practicable with the representatives of the various State commissions.

The investigations thus far conducted have developed two important facts—first, the superiority of steel equipment as compared with wooden cars, and, second, the necessity of ascertaining and improving the physical condition of tracks and roadways used in interstate commerce.

The first proposition is graphically illustrated by the fact that during the past fiscal year five of the collisions investigated involved wooden cars, and occasioned the death of 62 and the injury of 567 persons, while during the same period there was only one accident of a similar character involving steel equipment, and that occasioned no fatalities among passengers and only one serious personal injury.

The construction of cars and locomotives is tending toward an ever-increasing standard of dimensions without a proportionate betterment of track conditions. It will be seen by reference to the appended table that derailments due to defective roadway during the period of 10 years ending June 30, 1911, have resulted in the death of 415 and the injury of 12,898 persons, besides a property loss of $8,351,496.

Derailments due to defect of roadway for 10 years ending June 30, 1911.

[Years 1908, 1909, 1910, and 1911 do not include accidents on electric railways.]

Year.	Broken rail.				Spread rail.			
	Number.	Killed.	Injured.	Damage.	Number.	Killed.	Injured.	Damage.
1902	78	5	207	$128,769	60	.....	132	$22,508
1903	150	12	204	166,140	106	6	94	51,245
1904	176	9	139	157,682	115	2	107	58,410
1905	201	4	465	257,519	168	7	183	103,565
1906	220	7	635	254,862	168	2	146	101,611
1907	308	12	699	284,675	206	5	166	109,607
1908	238	16	433	296,327	200	1	164	138,160
1909	196	5	498	191,842	130	2	94	65,811
1910	243	24	369	293,899	171	7	152	147,597
1911	249	12	463	292,749	153	4	192	102,433
Total	2,059	106	4,112	2,324,464	1,477	36	1,430	900,947

Year.	Soft track.				Bad ties.			
	Number.	Killed.	Injured.	Damage.	Number.	Killed.	Injured.	Damage.
1902	50	3	44	$51,122	8	.....	6	$1,511
1903	101	2	90	83,772	14	1	13	5,877
1904	95	5	106	61,385	25	.....	5	14,058
1905	99	6	111	71,469	19	.....	36	7,723
1906	180	4	166	111,115	25	.....	25	14,473
1907	182	5	216	173,155	45	.....	16	16,955
1908	151	.....	167	136,839	42	.....	43	24,347
1909	114	4	77	72,901	36	.....	5	11,495
1910	110	1	250	74,769	31	1	12	18,096
1911	108	1	128	66,192	41	.....	17	18,972
Total	1,190	31	1,355	902,719	286	2	178	133,507

Year.	Sun kink.				Irregular track.			
	Number.	Killed.	Injured.	Damage.	Number.	Killed.	Injured.	Damage
1902	9	.....	11	$5,239	85	3	79	$44,514
1903	4	.....	9	2,530	131	5	110	83,162
1904	13	.....	10	23,809	151	3	103	83,267
1905	15	5	101	25,300	154	10	266	104,293
1906	13	1	9	8,113	232	8	226	145,624
1907	18	1	40	33,664	272	5	230	253,296
1908	28	1	93	31,783	211	6	189	144,505
1909	14	1	14	28,749	175	3	96	107,282
1910	28	.....	33	16,372	202	3	225	149,295
1911	30	3	62	51,207	179	5	130	122,526
Total	172	12	382	226,766	1,792	51	1,654	1,237,764

Year.	Miscellaneous.				Grand total.			
	Number.	Killed.	Injured.	Damage.	Number.	Killed.	Injured.	Damage
1902	257	9	235	$190,043	547	20	714	$443,706
1903	315	22	299	243,992	821	48	819	636,718
1904	291	14	246	213,927	866	33	716	612,538
1905	351	18	284	207,564	1,007	50	1,446	777,433
1906	449	16	401	282,258	1,287	38	1,608	918,056
1907	497	30	616	383,762	1,528	58	1,983	1,255,114
1908	545	21	472	314,464	1,415	45	1,561	1,086,425
1909	315	9	376	224,009	980	24	1,160	702,089
1910	336	6	290	211,929	1,121	42	1,331	911,957
1911	465	32	568	353,381	1,225	57	1,560	1,007,460
Total	3,821	177	3,787	2,625,329	10,797	415	12,898	8,351,496

It will be noted from the preceding table that broken rails constitute one of the principal causes of railway accidents.

Another feature of regulation which would contribute materially to the safety of railway travel is the standardization of operating rules.

There are numerous lines of railroad in the United States over which the trains of more than one company are operated under widely different rules of operation.

Railroad operatives are continually changing their locations and affiliations, and it is inevitable that confusion must result from their unfamiliarity with the rules effective in each new environment.

In an effort to secure uniformity in this regard, the American Railway Association has established certain rules of operation, but the observance of such rules is not obligatory upon the constituent companies, and the result is that nearly every operating official disregards, to a greater or less extent, the standards of the association and directs as he thinks best the running of trains under his supervision.

The rules of navigation are the same throughout the world, and the necessity of uniformity in the operation of interstate railroads is equally apparent. The importance of legislation looking to that end can not be overestimated.

The investigation of a recent accident disclosed a situation extremely unsatisfactory in the matter of facilities for the safe dispatching of trains. In fact, for a distance of 107 miles in one instance, trains were operated daily with no telegraph or telephone service whatever.

Other investigations have demonstrated the necessity of some system of automatic train control that may prevent accidents when enginemen disregard signals either through negligence or incapacity to perform duty.

While the Commission is not prepared at this time to recommend legislation compelling the adoption of automatic train control upon all lines of railroads, it strongly recommends to the railroads themselves the experimental use of such systems as are now available intended to secure efficient automatic train control.

SAFETY APPLIANCES.

It is evident from the number of casualties to employees shown in the preceding table of accidents reported during the fiscal year ended June 30, 1911, and from the tabulated summary appended to the report submitted by the chief inspector of safety appliances to the Interstate Commerce Commission, that the systems of car inspection now maintained by many of the railroads subject to the safety-appliance act are inefficient.

Particular attention is directed to the fact that coupling accidents have entailed the death of 209 and the injury of 2,966 employees, while the accidents resulting from the presence of employees on the tops of cars have contributed to the personal injury of 14,869 employees and 666 fatalities. These figures include the casualties resulting from collision with overhead obstructions as well as those occasioned by employees falling from the tops of cars.

A test case was brought in 1909 to determine whether or not the carriers have a right under the statute to require the operation of hand brakes between terminals, there being no contention on the part of the prosecution that the use of such hand brakes in yard or switching movements is illegal, inasmuch as the conditions present in such cases virtually preclude the use of air brakes. (*U. S.* v. *Baltimore & O. R. Co.*, 176 Fed. Rep., 114.)

In the annual report for 1910 reference was made to the pendency of this case on appeal to the Circuit Court of Appeals for the Third Circuit, and it should be noted that the decision of the trial court to the effect that the safety-appliance act does not prohibit the use of hand brakes was affirmed.

It should be further noted, however, that in a similar case in West Virginia, against the Norfolk & Western Railway Co., the defendant voluntarily withdrew its plea, and judgment was entered for the Government.

The first prosecution under the safety-appliance act was instituted on April 1, 1903. Since that date the Commission has transmitted to the various United States attorneys information covering 3,408 violations of the statute, of which 410 were during the fiscal year just closed.

The penalties collected during the year under the safety-appliance act amount to $35,200, while the total judgments paid into the Treasury since the enactment of the law aggregate $206,600, besides costs.

On May 15, 1911, the Supreme Court of the United States announced its decision in the case of *Delk* v. *St. Louis & San Francisco Railroad Company* (220 U. S., 580), and in *Chicago B. & Q. R. Co.* v. *United States* (220 U. S., 559). In both decisions the court has reannounced and affirmed the conclusion that the liability of the carriers subject to the act is absolute.

On October 30, 1911, the Supreme Court also rendered a decision in the case of *Southern Railway Company* v. *United States*, not yet reported, and declared that the safety-appliance acts "embrace all locomotives, cars, and similar vehicles used on any railroad which is a highway of interstate commerce."

In the case of *Louisville & Nashville Railroad Company* v. *United States* (186 Fed. Rep., 280), the Circuit Court of Appeals for the Sixth Circuit held that the word "connection" as used in the first

section of the act of March 2, 1903, is not limited to cars in immediate connection with interstate cars, but includes any car in the same train in which there are such interstate cars.

In *Erie Railroad Company* v. *Russell* (183 Fed. Rep., 722), it was held that a car, itself containing no interstate traffic but hauled in a train composed in part of other cars so loaded, is within the scope of the safety-appliance act, even though temporarily withdrawn to a sidetrack for purposes of repair.

In *United States* v. *St. Louis Southwestern Railway Company of Texas* (184 Fed. Rep., 28), the Circuit Court of Appeals for the Fifth Circuit held that the hauling or use of each car defective in safety appliances required by the statute constitutes a separate violation of the law; also that the word "used" is broader than the word "hauled," and that a car may be "used" within the meaning of the safety-appliance act without being actually "hauled."

In *Southern Railway Company* v. *Snyder*, decided May 3, 1911, the Circuit Court of Appeals for the Sixth Circuit ruled that in the movement of a defective car for the purpose of repair, such car, in order to evade the safety-appliance act, must have been wholly excluded from commercial use itself and from other vehicles which were commercially used.

In *United States* v. *Baltimore & Ohio Railroad Company*, decided by the District Court of the United States for the District of Indiana, December 13, 1910, it was held that the use on a car coupler of an uncoupling chain so long that in the ordinary usage of the coupler the chain will become so kinked as to necessitate the presence of men between the ends of the cars to couple or uncouple them is violative of the act.

On May 2, 1911, in the case of *United States* v. *Chicago, Milwaukee & Puget Sound Railway Company*, decided by the United States Circuit Court for the District of Montana, it was held that the purpose of the act is to protect the lives and safety of employees whether they are reasonably prudent or not, and that the use of an engine equipped with a drawbar below the minimum height prescribed, although not used in the movement involved, and even so obviously defective that a reasonably prudent man would not attempt to use such a coupler, is prohibited by the safety-appliance act.

The most important acts of the Commission in the administration of the safety-appliance laws during the past year were the promulgation of the orders of March 13, 1911. These orders definitely fixed the standards as to the number, dimensions, location, and manner of application of the appliances required by section 2 of the act of April 14, 1910, and section 4 of the act of March 2, 1893, on all equipment placed in service subsequent to July 1, 1911, and extended the period within which all equipment actually in service on July 1, 1911, should be made conformable to its provisions.

It is gratifying to observe the progress made throughout the country in the matter of equipment of cars and locomotives in accordance with the provisions of this order. Generally speaking the standards prescribed by the Commission meet the approbation not only of the employees but of the officials of the railroads subject to the law.

It should be particularly noted that one company, within three months from the date on which the act of April 14, 1910, became effective, had equipped 4,000 of its cars as contemplated by the statute.

LOCOMOTIVE ASH PANS.

The ash-pan act of May 30, 1908 (35 Stat. L., 476), became effective on the 1st of January, 1910.

The period of 19 months intervening between the approval of the law and the date on which it went into effect enabled the carriers subject to its terms generally to equip their locomotives as required by law. Out of a total of 24,999 locomotives inspected, the ash pans on only 109 have been reported as defective.

There is considerable diversity, however, in the types of ash pans used on locomotives subject to the act, and some of them occasion numerous complaints.

During the fiscal year just ended there has been transmitted to the United States attorneys for prosecution information of 23 violations of the statute. Eight counts have been confessed by the defendants, and of the 4 counts tried 3 have been decided in favor of the Government. The penalties collected under the statute during the fiscal year amount to $1,600, exclusive of costs.

HOURS OF SERVICE.

Since the publication of the last annual report the Supreme Court of the United States, in the case of *Baltimore & Ohio Railroad Company* v. *Interstate Commerce Commission* (221 U. S., 612), has sustained the authority of the Commission to require from the carriers subject to the hours of service act, monthly reports showing the excess service of all employees, together with the causes therefor.

As a result of this decision, 153 railroad companies which theretofore had failed to file reports have signified their readiness to comply with this requirement.

The information furnished by the carriers shows a gratifying decrease in the service of employees beyond the periods provided by the statute, but many reasons are assigned as justifying excess service which do not appear to be within the category of "casualty or unavoidable accident or the act of God." Among these may be enumerated "hot boxes," "couplers pulled out," "leaky flues," "no steam," "poor coal," "air-pump failures," etc.

The various United States attorneys have been furnished with information upon which to institute prosecutions under the hours of

service act in 63 cases involving an aggregate of 1,163 counts. The penalties collected amount to $7,526, exclusive of costs.

INTERPRETATION OF PROVISO IN SECTION 3 OF THE HOURS OF SERVICE STATUTE.

Several of the courts without rendering any formal opinion have ruled in prosecutions under this act that railroads were excused under the proviso from the operation of the act in cases where after a train has started upon its run a delay has been caused by hot boxes, leaky flues, meeting trains, and other ordinary incidents of railroad operation. Such rulings in the opinion of this Commission fail to interpret the statute in accordance with its letter and the congressional intent. If such interpretation of the act were to prevail, the law as to the hours of train crews would be practically a dead letter and incapable of practical enforcement.

In a strong and clear opinion by Judge Trieber, fortified by abundant citation of authority in the case of *United States* v. *Kansas City Southern Railroad Company* (189 Fed. Rep., 474), the contentions made by some of the railroads and sustained by some judicial rulings have been met and answered. If Judge Trieber's ruling is maintained, no cause into which there enters the negligence of the railroad or any of its employees will furnish an excuse for permitting train crews to remain on duty for more than 16 hours in any 24-hour period.

A recent decision has been rendered by District Judge Willard, of Minnesota, in the case of *United States* v. *Minneapolis & St. Louis Railroad Company* in which he holds that:

1. Excess service over the statutory period is not excusable when an engineer or fireman is detained after 16 hours of duty to "watch the engine," and

2. When a crew remained at a station without calling the telegraph operator at his home to notify the train dispatcher that they were delayed beyond the statutory period the railroad is excused from liability for this excess service for the reason that the occasion for the excess service arose after the train crew left a terminal and could not have been foreseen.

The Commission was not notified of the date of hearing on the demurrer in this case and therefore had no representative present.

The second proposition of Judge Willard, if sustained by the higher courts, would enable a train crew under such circumstances to withhold information of delay from their superiors and thus nullify that provision of the statute which prohibits the railroad to "permit" its employees to remain on duty in excess of the period fixed by law.

In this state of the decisions, contests upon the interpretation of the proviso are likely to continue before it can finally be determined

by authoritative decisions. We would again respectfully suggest that Congress make the terms of this proviso more definite and clear.

In the case of *United States* v. *Atchison, T. & S. F. Ry. Co.* (220 U. S., 37), which was pending at the time of and referred to in our last annual report, the decision of the Circuit Court of Appeals for the Seventh Circuit, in favor of defendant, was affirmed.

Cooperation and assistance have been accorded by the Attorney General and other officials of the Department of Justice in the enforcement of the safety appliance and the hours of service acts.

BLOCK SIGNAL AND TRAIN CONTROL BOARD.

In its twenty-first annual report to the Congress the Commission gave full details of the appointment of its Block Signal and Train Control Board, together with the reasons why it became necessary to employ such an agency to enable it to carry out the direction of Congress expressed in the joint resolution of June 30, 1906, directing the Commission to investigate and report upon the use of and necessity for block-signal systems and appliances for the automatic control of railroad trains. The investigations of the board have now extended over a period of more than four years, and reports covering its work for three years have already been published. Complete details of the work of the board during the past year are given in a report to the Commission, which will be printed separately. The following is a brief summary of the conclusions and recommendations of the board:

It renews the recommendation contained in all of its preceding reports for the compulsory use of the block system on all passenger railroads.

It concludes that automatic train stops, if properly installed and maintained, will materially contribute to the safety of railway travel. It further concludes that in many situations the use of automatic train stops is urgently demanded. As a result of the investigations and tests conducted by it, the board is convinced that the principles of design and application of automatic train stops are such that the railroads, if required to use them, would find little difficulty in securing appliances of this kind which would meet their operating conditions. The board believes that the railroads have been decidedly lax in developing devices of this character. As a consequence of this laxity, there has been so little actual experience with such devices on steam surface railroads that the board expresses doubt whether at this time a legislative requirement for the use of automatic stops would be wise. It believes, however, that such action should be taken if due diligence is not exercised by the railroads in developing this highly important means of safeguarding railway travel.

By reason of the requirements of the sundry civil act of May 27, 1908, the scope of the work assigned to the board was greatly broadened, as that act required cognizance to be taken of any appliances or systems intended to promote the safety of railway operation. Owing to its merely temporary character, the board could not cover such a broad subject of investigation except in the most cursory manner. New conditions of railway operation are continually arising and new devices and operating methods are being constantly evolved to meet them, and to assign such a task as even the mere investigation of such a subject to a body not intended to be permanent is futile.

The board expresses the opinion that the time has come when something more than mere investigation is necessary, and believes that there should exist some central authority with power adequately to deal with the question of safety upon railroads in all its phases. It refers to the piecemeal character of existing safety legislation, and while commending the results obtained in the operation of existing laws, it does not believe that such results are at all commensurate with their cost both to the public and to the railroads. The board further points out that there are many matters that have a vitally important bearing upon safety in railway operation which now are entirely neglected because no adequate means exist for dealing with them.

The board is convinced that the results contemplated by the joint resolution of June 30, 1906, and the sundry civil act of May 27, 1908, can not be accomplished by it. Methods and agencies which have been adopted in other countries for dealing with the subject of safety in railway operation are referred to, and the opinion is expressed that any future legislation on this subject, to be effective, should deal as comprehensively with the whole subject of the physical operation of railways as existing legislation now deals with the subjects of railway rates and accounts.

The opinion is expressed that the time has come in this country to inaugurate a system of control over the physical operation of interstate railroads similar in character to that now administered through the British Board of Trade. This opinion is not unanimous, however, as one of the board members, Mr. Adams, believes that the establishment of such a governmental agency would be an experiment in an untried field, and holds that action along this line should be deferred until after experts appointed by the Government, with power only to investigate and report, have had an opportunity to study the general subject of railroad operation.

The above summarizes the conclusions and recommendations of the board in the report herein referred to.

In previous reports to the Congress, the Commission has referred to the work of this board in respect of the two subjects for the inves-

tigation of which it was originally organized, namely, block-signal systems and appliances for the automatic control of railway trains, and legislation requiring the use of the block system has been recommended. The Commission renews this recommendation and invites attention to the views expressed by the board, which has investigated this subject as well as the subject of automatic train stops.

Respecting the field of inquiry as extended by the sundry civil act of May 27, 1908, authorizing the Commission to investigate, test experimentally, and report upon the use and need of any appliances or systems intended to promote the safety of railway operation, the Commission does not believe that such investigations under this head as can practicably be made by a temporary board for that purpose and with the limited means available therefor can profitably continue. Investigations of these miscellaneous appliances and systems must, in the nature of the case, be inconclusive, as the merits of such appliances and systems can only satisfactorily be established by practical application and experience in railroad service.

The work of the board respecting the investigation of block-signal systems and appliances for the automatic control of railway trains as originally intended, being so near completion, in so far as it is deemed that it can usefully be done, the Commission has thought it inadvisable to ask for an appropriation to continue it. Neither does the Commission feel justified, for the reason above stated, in asking for an appropriation to continue the investigation of the miscellaneous appliances and systems authorized by the sundry civil act of May 27, 1908.

Attention is called to the views of the board with respect to these matters, as expressed in its report above referred to. These views, relating as they do to a most important subject, are entitled to careful consideration, but the Commission does not, at this time, feel justified in making recommendations with respect thereto, except as above indicated.

REGULATIONS FOR THE TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES BY FREIGHT AND BY EXPRESS.

Pursuant to the act of May 30, 1908, relating to the transportation in interstate commerce of explosives and other dangerous articles the Commission, after hearing numerous parties at interest, formulated and published, effective October 15, 1908, regulations for the packing, handling, loading, and transportation of explosives. Reference was made to these regulations in our twenty-second annual report, and it was there stated that while the act of May 30, 1908, did not authorize the Commission to prescribe regulations for the transportation of inflammable articles, the railroads, through the American Railway Association, had endeavored to supplement our regulations

by rules and regulations of their own relating to the transportation of inflammable articles and acids.

The act of March 4, 1909, effective January 1, 1910, repealed the previous act and substituted therefor sections 232 to 236, inclusive, of the penal laws of the United States. In this act provision was made for the further formulation by the Commission of regulations for the safe transportation of explosives, and pursuant thereto the Commission formulated and published new regulations, to become effective January 15, 1910. This act requires that: "Every package containing explosives or other dangerous articles when presented to a common carrier for shipment shall have plainly marked on the outside thereof the contents thereof," and makes it "unlawful for any person to deliver, or cause to be delivered, to any common carrier engaged in interstate or foreign commerce by land or water, for interstate or foreign transportation, or to carry upon any vessel or vehicle engaged in interstate or foreign transportation, any explosive, or other dangerous article, under any false or deceptive marking, description, invoice, shipping order, or other declaration, or without informing the agent of such carrier of the true character thereof, at or before the time such delivery or carriage is made." The act referred to, however, does not specifically authorize the Commission to prescribe regulations for the transportation of dangerous articles other than explosives, but for the protection of shipping interests and in order that the transportation of such articles might be properly safeguarded, the necessity for regulations of this character became manifest. The Commission, therefore, by virtue of the authority conferred upon it by section 15 of the act to regulate commerce, as amended June 18, 1910, assigned the matter for public hearing, and after full consideration of the interests of shippers, carriers, and the general public, as presented at said hearing, formulated and published, to become effective October 1, 1911, regulations for the transportation of dangerous articles other than explosives.

On October 3, 1911, a public hearing was held for the purpose of considering proposed regulations along the same lines for the transportation of explosives and dangerous articles other than explosives by express, as well as for the consideration of revisions of the existing regulations for the transportation of explosives by freight. The regulations formulated as a result of this hearing will be promulgated at an early date.

INSPECTION OF LOCOMOTIVE BOILERS.

The boiler-inspection act of February 17, 1911, became effective July 1 of this year. Immediately after the appointment of the chief inspector and his two assistants, the Interstate Commerce Commission assigned for their use the office space and clerical assistance

necessary for the inauguration of their work. This Commission also took the steps required of it, in conjunction with the Civil Service Commission, looking to the holding of examinations by the latter to secure the complement of district inspectors provided for by the act.

After a public hearing held in Washington, participated in largely by the representatives of the various organizations of railway employees and of the carriers, this Commission approved the rules and regulations submitted by the chief inspector governing the inspection of locomotive boilers. Forty-seven district boiler inspectors have been appointed, pursuant to the provisions of the act referred to, and assigned to their various districts as designated by the chief inspector and approved by the Commission.

The first report of the chief inspector of locomotive boilers to this Commission, which covers the period subsequent to July 1, 1911, shows that there has been a diminution in the number of casualties due to boiler accidents from 12 fatalities and 260 personal injuries during the three months immediately preceding the date on which the act became effective to 6 deaths and 32 personal injuries for the like period of three months immediately following the effective date of the act.

COPIES OF THE COMMISSION'S RECORDS.

In former years, the demands upon the Commission not being very frequent for copies of or extracts from its records, no charges were collected by it for supplying them. With the strengthening of the law, however, and the increased activities of the Commission in consequence thereof, the demands upon it for such copies increased to such an extent that it was deemed only proper, in justice to the Government, that parties to whom copies are furnished should pay a reasonable compensation therefor, since the tax upon the time of the clerical force of the Commission had become material and substantial.

Accordingly, on the 2d day of February, 1909, the Commission adopted a scale of fees and charges for the services rendered in copying, comparing, and certifying extracts from its records. These fees and charges are paid by draft or money order directly into the Treasury of the United States and during the fiscal year ended June 30, 1911, amounted to $2,458.09.

BROKEN RAILS AND DEFECTIVE WHEELS.

The attention of the Commission has been called, in numerous and in some instances startling ways, to the increased number of railroad accidents due to broken rails. The reports of accidents made to the Commission by carriers show that in the year ended June 30, 1902, 78 derailments were caused by broken rails, while in the year ended

June 30, 1911, 249 derailments were due to the same cause. In the past decade 2,059 derailments have been caused by broken rails and have resulted in the death of 106 persons and injuries to 4,112 persons.

Exhaustive investigation was made of a wreck on the Lehigh Valley Railroad on August 25, 1911, in which 62 persons were injured and 29 persons lost their lives. There was and is no room for doubt that this wreck was caused by a broken rail. The Commission requested the cooperation of the Department of Commerce and Labor by its Bureau of Standards in examination of pieces of this rail. Inspection and careful analysis of same disclosed that the rail contained defect in manufacture and several other defects in the form of transverse fissures. This rail was manufactured in December, 1909, and was laid in the track in October, 1910. It had therefore been in use less than one year when the accident occurred. The reports of this accident suggest that the defects from use indicate that possibly the maximum weight of power and rolling stock that can safely be used on rails of present-day manufacture has been reached, if, indeed, it has not been passed.

Officials of railroad companies and of steel manufacturing plants are energetically pursuing careful investigations on this subject and apparently are determined to locate the difficulty and to correct it.

We deem it proper to call this situation to the attention of Congress, although we do not recommend that this Commission be authorized or directed to conduct an investigation in the premises. Any such investigation, whether conducted by carriers, steel manufacturers, or others, must of necessity be made on purely scientific lines, and if undertaken by the Government there are doubtless bureaus in other departments that are equipped to do such work with competent men in the Government service.

The attention of the Commission has been called to dangers in railroad operation from car wheels that are defective or composed of improper material.

The wide interchange of equipment between railroads necessarily frequently requires that broken or worn-out wheels shall be replaced on the lines of some carrier other than the owner of the car. It appears that such replacements are made under an agreed and standard price to be charged for the wheels.

We know of no existing statistics or information upon which statements as to the number of defective wheels discovered in service can be verified. No reports are made to the Commission of such instances unless a wreck or derailment is thereby caused. For the years ended June 30, 1902, 1906, and 1911, reports of accidents made to the Commission show for the respective years 538, 1,007, and 986 derailments caused by broken or defective wheels.

This suggests the possible desirability of requiring comprehensive reports from carriers as to the number of car wheels in use on their equipment and the number of same that have proven defective, by years, for the last decade. It is well known by all practical men that car wheels will crack from overheating by too long continued application of the brakes, and while presumably a wheel of poor material and workmanship would crack from this cause somewhat more readily than a wheel of good material and workmanship, it would seem proper in requiring such reports and analyzing same to differentiate wheels which are known to have been cracked or broken in this manner from those which have proven defective from other causes.

The suggestions already made as to an investigation of the quality of rails apply to any investigation undertaken as to the character and quality of material used in manufacturing car wheels.

STEEL CARS.

The Commission on February 2, 1911, in responding to Senate resolution of June 25, 1910, respecting the cost of building and maintaining postal cars of wooden and of steel construction, reported in part as follows:

> We regard the steel car for use in passenger trains as having passed the experimental stage, as is evidenced by the rapidly increasing use of that type in newly constructed sleeping cars, coaches, and dining cars. There can be no doubt that a steel mail car will afford much more protection to the safety of the employees in the car as well as to the mail matter. The cost of a steel car is but little more than that of a wooden car. The cost of maintenance of the steel car can not be accurately stated at this time, but there is no reason to assume that it will be much greater than for a wooden car. In any event the extra cost of construction and maintenance can not equal the advantages arising from the added safety which the steel car affords. We think that hereafter steel mail cars should be constructed in the place of other types made partly or largely of wood.

On June 24, 1911, in response to a request from the Committee on Interstate and Foreign Commerce of the House of Representatives for an expression of the Commission's opinion with respect to House bill No. 11822, the intent of which was to require steel passenger cars, we further indicated our views regarding the requirement not only of steel postal cars but also with respect to passenger, baggage, and express cars, as follows:

> * * * The Commission has considered this bill and approves of its general purpose as a reasonable provision for greater safety, but would suggest the advisability of some modifications, as follows:
>
> 1. It would seem highly important that the provisions of such act as may be passed in this respect should include all mail, baggage, and express cars.

2. It is believed that the limit of time within which carriers should be prohibited from bringing into use new cars not in conformity with the provisions of the act should be approximately a year after the passage of the act or possibly a somewhat shorter period. This is suggested for the reason that there are doubtless many orders already placed and contracts in existence for the building of new cars, many of which are no doubt also in process of construction.

3. It seems to us that the period within which all carriers subject to the act should be required to bring into conformity all of their equipment of the kinds designated with the requirements of the proposed act should be extended somewhat beyond that suggested in the bill, and perhaps ought to be not less than about 10 years from the passage of the act. This suggestion is made because of the knowledge that at the expiration of a shorter period of time there would still be many cars capable of as satisfactory service as they are now, and that to put them out of service altogether in a less period than that suggested would entail a very heavy loss upon the carriers and would deprive them of the use of cars approximately as good as many of their standard cars now in use.

4. It is believed that even at the end of the 10-year period suggested there would be many cars available for further valuable service with reasonable safety, especially on minor roads where few and small trains are operated and for short distances. This would be particularly true with respect to cars of special construction and strength, such as Pullman cars. For these reasons it is also believed that the Commission should be vested with authority, in the event the bill is enacted into law, to extend the period of time within which particular carriers might continue the use of cars, also the time within which any carrier might be permitted to use particular cars which might at that time be deemed by the Commission to be reasonably safe upon such investigation or inquiry as might in its judgment be necessary.

The experience and observations of the Commission since these views were expressed, taken as a whole, tend toward their confirmation.

CONTROL OF SECURITIES AND VALUATION OF RAILWAY PROPERTY.

In our last annual report we stated some considerations in support of Federal control of railway capitalization, as follows:

We have set forth in previous reports the reasons which have actuated us in recommending reasonable control of railway capitalization, and without here repeating the same we deem it proper to add that subsequent observation and experience confirm our conviction as to the wisdom and urgent need of proper legislation for this purpose.

In view of the action taken by Congress in providing for a special commission for the investigation of the questions involved in the Federal control of the issue of stocks and bonds by interstate carriers, it may be proper, merely as a matter of information, to call attention to a few of the provisions in the uniform system of accounts promulgated by the Commission which bear directly or indirectly upon the question in hand.

First. The construction accounts promulgated by the Commission lay down the rule that all charges to property should be the money value and not the debt value of the transactions recorded. This means that so far as construction accounts are controlled by the Commission's orders, the "cost of property,"

which is the first item on the asset side of the balance sheet, must be the cost in money and not the cost in debt. The beneficial effect of this rule is limited by the fact that the jurisdiction of the Commission does not extend to construction companies, nor does there seem to be any feasible means, without further legislation, of controlling charges to the property accounts of a carrier which represent a lump sum for the purchase of constructed properties. Further legislation by Congress is required before the purpose of the rule above recited can be completely realized.

Second. The accounting rules promulgated by the Commission further provide that all additions and betterments, regardless of the source from which the money to pay for such additions and betterments may be derived, shall be made a charge to the property account. The purpose of this rule is to prevent the accumulation of what have sometimes been called "secret reserves," and thus obviate the danger of having these reserves restored to the books at some future time and made the basis of speculative manipulations.

Third. The accounting orders of the Commission require that all additions and betterments paid for out of revenues rather than from the proceeds of securities sold should be set up on the liability side of the balance sheet as a specific item. This raises at once the question of the equity in the value of such improvements. Is this an equity of the stockholder or of the public? On this point the Commission expresses no opinion; it does, however, in the system of accounts promulgated, require that the amount of such improvements be separately stated, in order that when the question of increased capitalization is under consideration, whether by a stock dividend or otherwise, the amount involved will be a definite and not an uncertain amount.

Quite a number of other points might be named bearing upon the general question of the control of the issue of stocks and bonds, but sufficient has been said to make clear the statement that the Commission's system of accounts has been drawn in full recognition of the possibility that it may be used in the administration of a law which shall give to some Federal body supervisory control of capitalization.

In support of our recommendation for suitable provisions for the valuation of railway property we reiterated in part the reasons theretofore stated, as follows:

The balance sheet is, perhaps, the most important of the statements that may be drawn from the accounts of corporations, for, if correctly drawn, it contains not only a classified statement of corporate assets and corporate liabilities, but it provides in the balance—that is to say, the "profit and loss"—a quick and trustworthy measure of the success that has attended the operation and management of the property. Every balance sheet begins with "cost of property," against which is set a figure which purports to stand for the investment. This is no place to enter upon an extended criticism of the practice of American railways in the matter of their property accounts, nor is such a criticism necessary for the purpose in hand. It is sufficient to refer to the well-known fact that no court or commission or accountant or financial writer would for a moment consider that the present balance-sheet statement purporting to give the "cost of property" suggests, even in a remote degree, a reliable measure either of money invested or of present value. Thus, at the first touch of critical analysis, the balance sheets published by American railways are found to be inadequate. They are incapable of rendering the service which may rightly be demanded of them. One cure seems possible for such a situation, and one only, and that is for the Government to make an authoritative valuation of railway property, and to provide that the amounts so determined should

be entered upon the books of the carriers as the accepted measure of capital assets. Under no other conditions can the Commission complete in a satisfactory manner the formulation of a standard system of accounts.

The experiences of the Commission during the past year in its efforts to enforce and administer the law serve only to confirm the views expressed in our last, as well as in previous reports, in support of our recommendations for the valuation of railway property. This recommendation we respectfully renew.

In regard to the control of capitalization the above reference to previous utterances of the Commission may suffice. Pursuant to an act of Congress, the President has appointed a special commission to investigate the entire subject of railway securities. We are advised that the report of the railroad securities commission will be submitted to this Congress, and for that reason we refrain from a more extended discussion of the subject of capitalization in the present annual report.

ANNUAL CONVENTION OF THE NATIONAL ASSOCIATION OF RAILWAY COMMISSIONERS.

The active membership of the National Association of Railway Commissioners embraces the State railway commissioners of the several States and Territories and the Interstate Commerce Commissioners; also, in those States and Territories having no railway commissions, State officers who by law exercise active supervisory powers over the affairs of railways. At present there are 42 States having such commissions.

The twenty-third annual convention of this association was held in the rooms of the Interstate Commerce Commission October 10–13, 1911. The attendance was larger than at any previous convention and keen interest was taken in the proceedings. The committee reports and discussions relating thereto were valuable contributions on the subject of regulation of public-service corporations, and will be published and distributed by the Interstate Commerce Commission as heretofore.

REGULATION OF STREET RAILROADS IN THE DISTRICT OF COLUMBIA.

The Commission still is of the opinion that for effective and adequate regulation of street railways in the District of Columbia, and their services performed wholly within the District, the law should be amended in such manner as to more definitely specify the requirements upon the carriers and the authority of such agency of the Government as shall be charged with its enforcement; and that this agency should be some tribunal other than the Interstate Commerce Commission.

In our report on this subject to the Congress, bearing date of January 18, 1909, we said:

> Our experience with this problem leads us to the conclusion that it is advisable for the Congress to vest the duties imposed upon this Commission by the act of May 23, 1908, in a commission or body more closely identified with the District of Columbia, and which will be enabled to give more immediate attention to the problem of street-car service in this District than it is possible for the Interstate Commerce Commission to give. It is doubtless within your knowledge that the duties devolving upon the members of this Commission in hearing complaints under the act to regulate commerce necessitate the absence from Washington of all the members of the Commission a great portion of the year. There can be no adequate enforcement of the requirements of the act of May last by a body necessarily absent from the city for long periods of time and whose primary attention necessarily must be devoted to problems in no way intimately related to those arising under the District act.

This recommendation, and the reasons therefor, has been subsequently repeated and it is now earnestly renewed.

OFFICE BUILDING.

The constantly increasing volume and variety of the work of the Commission, due in large part to the new duties devolved upon it by legislation of the last few years, emphasize the urgent necessity for most helpful facilities, as well as the highest efficiency in organization and operation. The work of the several divisions of the office is so correlated and there is such necessary interdependence between these divisions that it is of the utmost importance that they should be in the same building. In the hearing of arguments, in examination of briefs, and in conferences, not only between the commissioners themselves but between the Commission and the representatives of the carriers and shippers, there is almost constant necessity for quick communication with the Division of Tariffs and those participating in such hearings and conferences. There is the same necessity for prompt communication with the Divisions of Correspondence, Carriers' Accounts, Statistics, and all other divisions of the Commission.

The several divisions of the Commission are now distributed in three buildings and, in addition, space is rented for storage purposes in two other buildings. The location of these buildings and the annual rentals paid by the Commission are as follows:

American Bank Building, 1315–1317 F Street NW	$24,000
Epiphany Building, 1307–1309–1311 G Street NW	9,000
Glover Building, 1419 F Street NW	6,500
Basement, 1334 F Street NW	1,200
Building, rear of 1338 G Street NW	300
Total	41,000

We believe that the expenses of the Commission could be reduced at least $20,000 annually, on the basis of the present number of employees, if all of the divisions of the Commission were in the same building.

It is certain, also, that the work of the Commission could be more expeditiously and satisfactorily performed in the saving of time now lost by the chiefs of divisions and others in going from one building to another.

The Commission has an extensive and valuable library and has also in its files over 10,000,000 documents and papers, many of which it would be impossible to duplicate and therefore are invaluble, not only historically but as the basis of justice between the carriers and the shippers of the whole country. In these are comprised freight and passenger tariff schedules from the organization of the Commission to the present time and the records of all of the investigations of complaints and proceedings of every kind since the establishment of the Commission. It is obvious that these records and documents should be protected by a fireproof structure.

In addition to these considerations it is plainly manifest that the Commission will be under the necessity in a short time of securing additional space for the accommodation of the employees necessary to meet the demands of its expanding work.

Not the least, by any means, of the considerations to be taken into account is that of the comfort and health of employees, which should not be impaired or endangered by overcrowding in buildings where halls and breathing spaces are more or less occupied, as under present conditions, by an accumulation of necessary desks, file cases, and cabinets.

For these reasons the Commission respectfully recommends the construction of an adequate and suitable building for its use.

RECOMMENDATIONS.

The act requires that the annual report shall contain such recommendations as to additional legislation relating to the regulation of commerce as the Commission may deem necessary.

This provision has been complied with in the preceding pages by recommendations or suggestions in connection with the various subjects considered, of which the following is a summary:

1. That section 6 of the act be amended to require telephone, telegraph, and cable companies to publish, file, and post tariffs, and to empower the Commission to reject and refuse to file any schedule tendered for filing which has the effect of exceeding the number of supplements or the volume of supplemental matter permitted under the Commission's tariff regulations.

2. To make the Elkins Act applicable to telephone, telegraph, and cable companies.

3. That the stimulus of requirement be applied to the long-delayed progress toward the adoption of a uniform classification.

4. To provide additional safeguards in railroad transportation for employees and the public: (*a*) By standardization of operating rules of all interstate carriers; (*b*) by requiring the adoption of steel cars, postal, baggage, and passenger; (*c*) by amending the hours-of-service law, making clear the proviso in section 3 of the act; (*d*) by legislation requiring the use of the block signal system.

5. That the Commission be relieved of the jurisdiction of the physical operation of street railways in the District of Columbia.

6. To provide for the regulation and control of capitalization and suitable provisions for the valuation of railway property.

7. The construction of an adequate and suitable office building for the use of the Commission.

All of which is respectfully submitted.

JUDSON C. CLEMENTS.
CHARLES A. PROUTY.
FRANKLIN K. LANE.
EDGAR E. CLARK.
JAMES S. HARLAN.
CHARLES C. MCCHORD.
BALTHASAR H. MEYER.

APPENDIX A.

STATEMENT OF APPROPRIATIONS AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

1911.

STATEMENT OF APPROPRIATION AND EXPENDITURES AND OF PERSONS EMPLOYED BY THE COMMISSION.

STATEMENT OF APPROPRIATION AND AGGREGATE EXPENDITURES FOR THE INTERSTATE COMMERCE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911.

Sundry civil act, June 25, 1910—For salaries of commissioners, as provided by the "act to regulate commerce"	$70,000.00	
For salary of secretary	5,000.00	
		$75,000.00
Sundry civil act, June 25, 1910—For all other necessary expenditures to enable the commission to give effect to and execute the provisions of the "act to regulate commerce"		800,000.00
To further enable the Interstate Commerce Commission to enforce compliance with sec. 20 of the "act to regulate commerce" as amended by the act approved June 29, 1906, including the employment of necessary special agents or examiners		350,000.00
To enable the Interstate Commerce Commission to keep informed regarding compliance with the "act to promote the safety of employees and travelers upon railroads," approved Mar. 2, 1893, and to enforce the requirements of the said act		125,000.00
To enable the Interstate Commerce Commission to investigate in regard to the use and necessity for block signal systems and appliances for the automatic control of railway trains (unexpended balance of $50,000 appropriated for the fiscal year ending June 30, 1910, reappropriated and made available for the fiscal year ending June 30, 1911)		24,773.28
Total		1,374,773.28
Amounts expended under appropriations for the fiscal year ending June 30, 1911:		
As salaries to commissioners and secretary	$73,750.00	
All other necessary expenditures	789,354.66	
Examination of accounts, act approved June 29, 1906	294,936.08	
Safety appliance, act approved Mar. 2, 1893	108,174.20	
Block signal and train control	24,763.66	
Total		1,290,978.60
Unexpended balance of appropriations, June 30, 1911:		
Salary of secretary	1,250.00	
All other necessary expenses	10,645.34	
Examination of accounts, act approved June 29, 1906	55,063.92	
Safety appliance, act approved Mar. 2, 1893	16,825.80	
Block signal and train control	9.62	
Total		83,794.68
		1,374,773.28

To promote the safety of employees and travelers upon railroads by compelling common carriers engaged in interstate commerce to equip their locomotives with safe and suitable boilers and appurtenances thereto, act approved Feb. 17, 1911, for fiscal years 1911 and 1912	$200,000.00
Amount expended to June 30, 1911	5,692.14
Unexpended balance, June 30, 1911	194,307.86

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
William J. Meyers	Statistician	New York	10 months	$5,000.00
John M. Jones	Chief of bureau of tariffs.	Georgia	1 year	4,500.00
Patrick J. Farrell	Solicitor	Vermont	do	4,500.00
John H. Marble	Attorney	California	11½ months, 4 days	4,500.00
Frank Lyon	do	Virginia	3½ months	3,000.00
Do	do	do	2½ months	3,600.00
Do	do	do	6 months	3,900.00
George N. Brown	do	Illinois	1 year	3,600.00
William E. Lamb	do	Iowa	6 months	3,600.00
James Edgar Smith	do	District of Columbia	1 year	3,000.00
Charles F. Gerry	do	Maryland	do	3,000.00
C. R. Hillyer	do	Florida	do	3,000.00
Silas H. Smith	do	Kentucky	do	3,000.00
Ross D. Rynder	do	Pennsylvania	do	3,000.00
Arthur B. Pugh	do	Virginia	8½ months, 12 days	3,000.00
Charles W. Needham	do	District of Columbia	7½ months, 1 day	3,000.00
Henry Thurtell	do	Nevada	5½ months, 2 days	3,000.00
Walter E. McCornack	do	Illinois	3 months	3,000.00
Albert H. Lossow	do	Minnesota	1½ months, 13 days	3,000.00
H. S. Milstead	Disbursing clerk	Virginia	6 months	2,760.00
Do	do	do	do	3,000.00
Max O. Lorenz	Associate statistician	Wisconsin	1 month	3,000.00
William H. Connolly	Chief clerk	North Dakota	1 year	2,880.00
Walter E. Burleigh	Assistant statistician	New Hampshire	do	2,760.00
John S. Burchmore	Attorney	Illinois	do	2,640.00
Arthur R. Mackley	do	Ohio	do	2,640.00
Ward Prouty	Confidential clerk	Vermont	3½ months	2,400.00
Do	Attorney	do	8½ months	2,640.00
G. P. Boyle	Clerk	Alabama	3½ months	1,500.00
Do	Attorney	do	8½ months	2,640.00
Ferdinand I. Vassault	do	New York	8 months, 10 days	2,640.00
Perry Anderson	do	Kentucky	5½ months	2,640.00
Allan P. Matthew	do	California	4½ months, ½ day	2,640.00
George T. Roberts	Assistant auditor	Vermont	1 year	2,520.00
Harry C. Eddy	Special agent	Virginia	do	2,520.00
Raymond Loranz	Chief of division	Iowa	do	2,520.00
John T. Marchand	Attorney	Illinois	8 months	2,520.00
J. Howard Fishback	Chief of division	District of Columbia	1 year	2,400.00
Allen V. Cockrell	Confidential clerk	Missouri	6 months	2,400.00
Do	Attorney	do	do	2,400.00
George S. Gibson	Confidential clerk	Alabama	1 year	2,400.00
George Banks McGinty	do	Georgia	do	2,400.00
Edgar B. Henderson	do	Nebraska	9 months	2,400.00
Charles H. Farrell	do	Vermont	8½ months	2,400.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Warner E. Settle, jr	Confidential clerk	Kentucky	5½ months	$2,400.00
Henry Talbott	Law clerk	Illinois	1 year	2,400.00
Livingston Vann	do	Florida	do	2,400.00
August G. Gutheim	Special agent	Massachusetts	7 months	2,400.00
S. L. Lupton	Assistant to director	Virginia	4½ months	2,400.00
Edward L. Pugh	Chief of division	Alabama	1 year	2,220.00
James H. Dorman, jr	do	Kentucky	do	2,220.00
George M. Crosland	Senior clerk	South Carolina	do	2,100.00
Jack F. Moss	do	Mississippi	do	2,100.00
Alfred Holmead	Chief of division	District of Columbia	do	2,100.00
Samuel W. Briggs	Law clerk	Iowa	do	2,100.00
John J. McAuliffe	Official stenographer	District of Columbia	do	2,100.00
W. A. Ryan	Special agent	New York	do	2,100.00
John E. Hollida'y	Cashier	Illinois	do	2,100.00
Robert F. McMillan	Senior clerk	Indiana	do	1,980.00
Frank C. Stratton	do	Kansas	do	1,980.00
Eugene L. Gaddess	Law clerk	Virginia	do	1,980.00
Leonard E. Schellberg	Chief of division	Hawaii	do	1,980.00
Charles N. Brady	Special agent	Vermont	11½ months, 4 days	1,980.00
J. E. Archer	Chief inspector	Texas	6 months	1,860.00
Do	do	do	5 months, 10 days	1,980.00
Bloom D. Chapman	Senior clerk	New York	1 year	1,860.00
Daniel M. Wood	do	do	do	1,860.00
Thomas Jackson	do	do	do	1,860.00
Wilbur H. Peter	do	Tennessee	do	1,860.00
Archibald H. Morrow	do	Oregon	do	1,860.00
Jean Paul Muller	do	Maryland	do	1,860.00
Lorin C. Nelson	Clerk	North Dakota	6 months	1,620.00
Do	Senior clerk	do	do	1,860.00
Edward M. Graney	Clerk	New York	10½ months	1,620.00
Do	Senior clerk	do	1½ months	1,860.00
Harry B. Cramer	Clerk	Maryland	5 months, 6 days	1,620.00
Do	Senior clerk	do	6 months	1,860.00
Robert G. Batten	do	Georgia	9½ months	1,860.00
John F. Brizzie	do	New York	8 months, 12 days	1,860.00
James L. Murphy	do	Louisiana	7 months, 10 days	1,860.00
Duncan L. Richmond	do	District of Columbia	1½ months, 9½ days	1,860.00
C. R. Marshall	Special agent	do	1 year	1,860.00
John J. Hickey	do	New York	do	1,860.00
Will L. Lloyd	do	do	do	1,860.00
Lawrence B. Johnson	do	North Carolina	5½ months, 8 days	1,860.00
Mendon Wood	Printing clerk	New Jersey	11½ months, 2 days	1,860.00
George Q. Houlehan	Clerk	Maine	1 year	1,740.00
Charles A. Heiss	do	Pennsylvania	do	1,740.00
Daniel L. Ferdon	do	New Jersey	do	1,740.00
Richard V. Pitt	do	Virginia	6 months	1,620.00
Do	do	do	do	1,740.00
Ulysses Butler	Confidential clerk	Pennsylvania	1½ months	2,400.00
Do	Attorney	do	5½ months	1,740.00
Harry C. Robinson	Clerk	Vermont	1 year	1,620.00
William A. King	do	New York	do	1,620.00
William McCambridge	do	Illinois	do	1,620.00
John S. Walker	do	Iowa	do	1,620.00
Richmond F. Bingham	do	New Hampshire	do	1,620.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
John H. Nelson	Clerk	Virginia	1 year	$1,620.00
I. P. Henderson	do	Georgia	do	1,620.00
James R. Pipes	do	West Virginia	do	1,620.00
Abram P. Worthington	do	Ohio	do	1,620.00
John J. Crowley	do	do	do	1,620.00
Paul E. Huettner	do	Tennessee	do	1,620.00
Frank W. White	do	Illinois	do	1,620.00
Oramel P. Walker	do	Massachusetts	do	1,620.00
Andrew J. Hartman	do	Ohio	do	1,620.00
Harry T. Darr	do	Kansas	do	1,620.00
Hal M. Remington	do	Michigan	do	1,620.00
John F. Dwyer	do	Massachusetts	do	1,620.00
Roscoe C. Campbell	do	Pennsylvania	do	1,620.00
Harry H. Little	do	Oklahoma	do	1,620.00
John C. Dyer	do	Ohio	11 months, 5 days	1,620.00
James S. Fitzhugh	Junior clerk	Texas	10½ months	1,400.00
Do	Clerk	do	1½ months	1,620.00
Hampton W. Riley	do	Porto Rico	8½ months, 1 day	1,620.00
Montgomery Cumming	do	Georgia	1 year	1,500.00
Harry S. Garner	do	Pennsylvania	do	1,500.00
James C. Jemison	do	Delaware	do	1,500.00
Herman Felter	do	Kentucky	do	1,500.00
Henry E. Kondrup	do	District of Columbia	do	1,500.00
Leroy Stafford Boyd	do	Louisiana	do	1,500.00
John M. Gitterman	do	New York	do	1,500.00
Carlton R. Willett	do	Texas	do	1,500.00
Pearson F. Marsh	do	Ohio	do	1,500.00
Herbert W. Archer	do	New York	do	1,500.00
Ernest S. Hobbs	do	Illinois	do	1,500.00
Charles H. Wolfram	do	Maryland	do	1,500.00
Arthur H. Ferguson	do	New York	do	1,500.00
Orin Davis	do	Texas	do	1,500.00
A. M. Chreitzberg	do	South Carolina	do	1,500.00
Nelson B. Bell	do	Porto Rico	do	1,500.00
Louis I. Doyle	do	District of Columbia	1 year	1,500.00
Arthur A. Topping	do	New York	do	1,500.00
J. Ward Eicher	do	Pennsylvania	do	1,500.00
Gordon Payne	do	Nevada	do	1,500.00
Charles M. Bardwell	do	Minnesota	do	1,500.00
Hart P. Grigsby	do	Kentucky	do	1,500.00
John C. C. Patterson	do	Maryland	do	1,500.00
George F. Graham, jr	do	District of Columbia	do	1,500.00
Charles D. Tedrow	do	Kentucky	do	1,500.00
Henry C. Wilson	do	Iowa	do	1,500.00
William P. Bartel	do	Wisconsin	do	1,500.00
Wilhelm G. Hansen	do	New Jersey	do	1,500.00
Jacob H. Moore	do	New York	do	1,500.00
John H. Howell, jr	Junior clerk	District of Columbia	½ month	1,320.00
Do	Clerk	do	11½ months	1,500.00
Spencer E. Burk	do	Illinois	11½ months, 9 days	1,500.00
Thomas A. Gillis	Junior clerk	Pennsylvania	9 months	1,380.00
Do	Clerk	do	3 months	1,500.00
R. Wirt Washington	do	Virginia	6 months, 9 days	1,500.00
Charles F. Yauch	do	Ohio	do	1,500.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Rumsey N. Trezise	Special agent	Kansas	1 year	$1,500.00
Hugo Oberg	do	New Jersey	7½ months	1,500.00
Do	Clerk	do	4½ months	1,500.00
Jesse D. Newton	Junior clerk	Iowa	1 year	1,400.00
Henry A. Dwight	do	do	do	1,400.00
Robert E. Lewis	do	District of Columbia	do	1,400.00
Edw. B. Blizzard	do	West Virginia	do	1,400.00
John H. Tilton	do	New Jersey	do	1,400.00
George O. Boal	do	Pennsylvania	do	1,400.00
Samuel D. Sterne	do	Iowa	do	1,400.00
Charles S. Rockwood	do	Massachusetts	do	1,400.00
John A. Shearer	do	Pennsylvania	9½ months	1,400.00
Harry Murray	do	Missouri	7½ months, 3 days	1,400.00
James H. Lewis	do	District of Columbia	1 year	1,380.00
John C. Legér	do	Mississippi	do	1,380.00
J. H. Nall	do	Georgia	do	1,380.00
James S. Payne	do	Pennsylvania	do	1,380.00
Ralph Koontz	do	Ohio	do	1,380.00
William S. Gaeng	do	District of Columbia	do	1,380.00
Morton T. May	do	Ohio	do	1,380.00
Frederic N. Clark	do	Michigan	5 months	1,320.00
Do	do	do	7 months	1,380.00
George F. Goggin	do	Massachusetts	10½ months	1,320.00
Do	do	do	1½ months	1,380.00
Frank E. Watson, jr	do	Wisconsin	6 months	1,200.00
Do	do	do	do	1,380.00
Seth Bohmanson	do	California	10 months, 6 days	1,380.00
Edwin C. Blanchard	do	Virginia	7 months, 6 days	1,380.00
William P. Lavin	Inspector	Illinois	2½ months, 4½ days	1,380.00
Herbert S. Metcalf	Special agent	do	2 months	1,500.00
Do	Junior clerk	do	10 months	1,320.00
Archibald H. Davis	do	North Carolina	1 year	1,320.00
William F. Craig	do	Pennsylvania	do	1,320.00
William C. Swain	do	District of Columbia	do	1,320.00
A. M. Hartsfield	do	Georgia	do	1,320.00
George A. Petteys	do	Illinois	do	1,320.00
Arthur F. Rudolph	do	South Dakota	do	1,320.00
Andrew Denham	do	Florida	do	1,320.00
William A. Cox	do	Tennessee	do	1,320.00
Joseph S. Moss	do	Vermont	do	1,320.00
Alexander G. Fortier	do	Massachusetts	do	1,320.00
George D. Gamble	do	New Jersey	do	1,320.00
John A. Glessner	do	Pennsylvania	do	1,320.00
Jonas E. Clark	do	Kansas	do	1,320.00
John M. Millner	do	Ohio	do	1,320.00
Oscar C. Brohough	do	Minnesota	do	1,320.00
William J. Flood	do	Indiana	1 year	1,320.00
John P. McGrath	do	Massachusetts	do	1,320.00
Richard T. Eddy	do	California	do	1,320.00
Robert T. Tedrow	do	Kentucky	do	1,320.00
Mark H. Greenwald	do	Massachusetts	do	1,320.00
Herman J. Lange	do	Minnesota	do	1,320.00
Joseph S. deBettencourt	do	Massachusetts	do	1,320.00
Robert S. Pierson	do	Hawaii	do	1,320.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Samuel E. Hutton	Junior clerk	Ohio	1 year	$1,320.00
Henry J. Conyngton	do	Texas	do	1,320.00
J. E. Kidwell	do	Virginia	do	1,320.00
George E. Richards	do	Texas	do	1,320.00
Wilbur Jarvis	do	Hawaii	do	1,320.00
Clare R. Hughes	do	Oklahoma	do	1,320.00
John A. Munson	do	Illinois	do	1,320.00
Edward J. Stowers	do	Minnesota	do	1,320.00
Robert S. Campbell	do	North Carolina	do	1,320.00
Morris W. Knowlton	do	Porto Rico	do	1,320.00
Richard G. Taylor	do	Minnesota	do	1,320.00
Thomas L. Stevens	do	Alabama	do	1,320.00
Paul E. Bradley	do	Missouri	do	1,320.00
John B. Switzer	do	West Virginia	do	1,320.00
Edward F. Spethmann	do	Nebraska	do	1,320.00
George H. Koon	do	Ohio	1 month	1,200.00
Do	do	do	11 months	1,320.00
William A. Disque	do	Kentucky	5 months	1,260.00
Do	do	do	7 months	1,320.00
Howard A. Treat	do	Minnesota	6 months	1,200.00
Do	do	do	do	1,320.00
Ralph H. Kimball	do	Massachusetts	7½ months	1,200.00
Do	do	do	4½ months	1,320.00
G. Heard Mattingly	do	District of Columbia	8 months	1,200.00
Do	do	do	4 months	1,320.00
Peter C. Paulson	do	Minnesota	9 months	1,200.00
Do	do	do	3 months	1,320.00
Lawrence Klare	do	Mississippi	10½ months	1,200.00
Do	do	do	1½ months	1,320.00
Claud B. Simmons	do	Pennsylvania	10½ months	1,200.00
Do	do	do	1½ months	1,320.00
W. J. Lester Sis	do	District of Columbia	11 months	1,320.00
Benjamin A. Watts	Under clerk	West Virginia	3 months	1,020.00
Do	Junior clerk	do	7½ months	1,200.00
Do	do	do	1½ months	1,320.00
Zeb. Vance Harris	do	North Carolina	11½ months, 11½ days	1,320.00
George I. Thomas	do	Georgia	10½ months, ½ day	1,320.00
John H. Anderson	do	Indiana	10 months, 13½ days	1,320.00
Charles T. Schwegler	do	Missouri	10 months, 7 days	1,320.00
Charles H. Young	do	do	9 months, 12 days	1,320.00
Butler B. Hare	do	South Carolina	8½ months, 7 days	1,320.00
A. V. Swanberg	do	Montana	2½ months	1,320.00
William Dk. Anderson	Inspector	Massachusetts	8 months, 5 days	1,320.00
Stephen J. Mayhood	do	Missouri	3 months	1,320.00
Bennet C. Taliaferro	Junior clerk	Tennessee	1 year	1,260.00
William G. Willige	do	District of Columbia	do	1,260.00
Frederick E. Heydon	do	New Jersey	do	1,260.00
Earl W. Wiseman	do	Texas	do	1,260.00
John T. Money	do	Virginia	do	1,260.00
William T. Parrott	do	Georgia	do	1,260.00
Print E. Shomette	do	Mississippi	do	1,260.00
Walter R. Gallaher	do	Tennessee	do	1,260.00
Ollie M. Butler	do	Texas	do	1,260.00
Edward J. Taylor	do	District of Columbia	5 months	1,200.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Edward J. Taylor	Junior clerk	District of Columbia	7 months	$1,260.00
J. Newton Baker	do	Iowa	1 year	1,200.00
John B. Lybrook	do	Virginia	do	1,200.00
Richard F. DeLacy	do	New York	do	1,200.00
Walter A. McMillan	do	South Carolina	do	1,200.00
Ira B. Conkling	do	Missouri	do	1,200.00
Frank C. Larimore	do	Ohio	do	1,200.00
T. Wingfield Bullock	do	Kentucky	do	1,200.00
Lawrence J. McGee	do	Maryland	do	1,200.00
Ernest E. Briscoe	do	Montana	do	1,200.00
Frederick F. Ring	do	Massachusetts	do	1,200.00
Daniel J. Brown	do	North Carolina	do	1,200.00
John W. Davie	do	Kentucky	do	1,200.00
George V. Lovering	do	Massachusetts	do	1,200.00
Claude E. Koss	do	District of Columbia	do	1,200.00
Walter T. Wimsatt	do	Missouri	do	1,200.00
Robert D. Burbank	do	Minnesota	do	1,200.00
John P. Neal	do	Maryland	do	1,200.00
Hiram D. Harner	do	Ohio	do	1,200.00
Wintemute W. Sloan	do	New York	do	1,200.00
Charles J. Gardner	do	West Virginia	do	1,200.00
Frederick H. Hoban, jr.	do	South Carolina	do	1,200.00
Thomas H. Fegan	do	Virginia	do	1,200.00
Frank T. Smith, jr.	do	New Jersey	do	1,200.00
Charles F. Smith	do	Colorado	do	1,200.00
Lloyd W. Biddle	do	West Virginia	do	1,200.00
Frank C. Weems	do	Maryland	do	1,200.00
William C. O'Leary	do	New Hampshire	do	1,200.00
George E. Bequette	do	Missouri	do	1,200.00
Lawrence A. Pyle	do	Maryland	do	1,200.00
Harry L. Brooks	do	Mississippi	do	1,200.00
John M. Stirewalt	do	Virginia	do	1,200.00
William M. Feigenbaum	do	New York	do	1,200.00
Louis D. Scisco	do	do	do	1,200.00
Fred H. Smerbitz	do	District of Columbia	do	1,200.00
William J. Koebel	do	Pennsylvania	do	1,200.00
William M. C. Cheseldine.	do	District of Columbia	do	1,200.00
John J. Sullivan	do	Massachusetts	do	1,200.00
Norris C. Reed	do	Kentucky	do	1,200.00
John G. Dunlop	do	Wisconsin	do	1,200.00
Frederick H. Flinn	do	Massachusetts	do	1,200.00
Clarence L. Kaulbeck	do	Pennsylvania	do	1,200.00
Charles E. McCoy	do	District of Columbia	do	1,200.00
Richard H. Gray	do	Maryland	do	1,200.00
William A. Stroup	do	Indiana	do	1,200.00
Daniel S. Van Buskirk	do	New York	do	1,200.00
Charles W. Tillinghast	do	California	do	1,200.00
William A. Powers	do	New Jersey	do	1,200.00
Albert F. Clow	do	do	do	1,200.00
Samuel D. Schindler	do	District of Columbia	do	1,200.00
George A. Casey	do	Massachusetts	do	1,200.00
Edgar M. Ebert	do	District of Columbia	do	1,200.00
Henry J. Balzer	do	do	do	1,200.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
James W. Ferriter	Junior clerk	Minnesota	1 year	$1,200.00
Robert L. Barnes	do	Kentucky	do	1,200.00
Ernest M. Corey	do	New York	do	1,200.00
Bernard J. Heffernan	do	Rhode Island	do	1,200.00
Fred W. Heid	do	Ohio	do	1,200.00
Maurice Palais	do	Massachusetts	do	1,200.00
Guy L. Seaman	do	Missouri	do	1,200.00
Ellis F. Wilson	do	New York	do	1,200.00
Truman J. Mead	do	Michigan	do	1,200.00
William H. Drayton	do	South Carolina	11½ months, 14½ days	1,200.00
Quince D. Heltzel	do	Kansas	11½ months, 14 days	1,200.00
Arven M. Keisling	do	Tennessee	11½ months, 10 days	1,200.00
Walter W. Scott	do	Virginia	8 months, 11½ days	1,320.00
Do	do	do	2½ months	1,200.00
Karl F. Phillips	Under clerk	New York	3 months	1,020.00
Do	Junior clerk	do	9 months	1,200.00
Ernest H. Hobbs	Under clerk	Pennsylvania	3 months	1,020.00
Do	Junior clerk	do	9 months	1,200.00
Charles F. Brown	Under clerk	Indiana	4½ months	1,080.00
Do	Junior clerk	do	7½ months	1,200.00
Frederick E. Brown	Under clerk	Florida	6 months	1,080.00
Do	Junior clerk	do	do	1,200.00
Louis F. Davis	Under clerk	Porto Rico	do	1,080.00
Do	Junior clerk	do	do	1,200.00
H. Eugene Wassell	do	Illinois	11 months, 7 days	1,200.00
Jonah J. Markley	do	Pennsylvania	11 months, 4½ days	1,200.00
Norman B. Haley	Under clerk	Maine	9 months	1,020.00
Do	Junior clerk	do	3 months	1,200.00
Arja Morgan	Under clerk	Pennsylvania	10½ months	1,020.00
Do	Junior clerk	do	1½ months	1,200.00
John H. Halley	do	Tennessee	10 months	1,200.00
Christian F. Himmler	do	Wisconsin	do	1,200.00
Merrick Williams	do	Illinois	do	1,200.00
I. Peterson Eppelsheimer	do	Pennsylvania	7 months, 8 days	1,200.00
Benjamin B. Pettus	Under clerk	Georgia	6 months	1,020.00
Do	Junior clerk	do	2 months	1,200.00
Isidore J. Schulte	do	Wisconsin	6½ months, 8 days	1,200.00
Delano Luce	do	Massachusetts	6½ months, 4 days	1,200.00
James A. Wagoner	do	Illinois	6½ months	1,200.00
Alvin S. Callahan	do	Texas	6 months, 9 days	1,200.00
Charles W. Friede	do	Missouri	5½ months, 13 days	1,200.00
Lewis J. Mead	do	Oregon	do	1,200.00
Roy B. Shaver	do	District of Columbia	do	1,200.00
Thomas P. Larkin	do	Pennsylvania	5 months	1,200.00
Herbert L. Wick	do	Illinois	do	1,200.00
William W. Buck	do	Connecticut	do	1,200.00
Arthur S. Wilson	do	Tennessee	do	1,200.00
John F. Smith	do	New York	do	1,200.00
John Murphy	do	do	4½ months, 1 day	1,200.00
Floyd G. Divine	do	Colorado	3 months	1,200.00
Clarence N. Callender	do	Pennsylvania	2½ months, 3 days	1,200.00
Harrison D. Boyer	Under clerk	do	1 year	1,080.00
Morris H. Konigsberg	do	Georgia	do	1,080.00
Charles E. Cotterill	do	Michigan	do	1,080.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Timothy J. McKinnon	Under clerk	New York	1 year	$1,080.00
Hunter B. Linton	do	Virginia	do	1,080.00
Joseph L. Godwin	do	do	do	1,080.00
James O. Tolbert	do	Iowa	4 months	1,020.00
Do	do	do	8 months	1,080.00
Dwight J. Morey	do	Connecticut	4 months	1,020.00
Do	do	do	8 months	1,080.00
Robert B. Lilley	do	Minnesota	4½ months	1,020.00
Do	do	do	7½ months	1,080.00
Carl M. Stanley	do	Iowa	9 months	1,020.00
Do	do	do	3 months	1,080.00
Harold A. Kluge	do	Pennsylvania	10½ months	1,020.00
Do	do	do	1½ months	1,080.00
James L. Dawson	do	Massachusetts	10½ months	1,020.00
Do	do	do	1½ months	1,080.00
Bert H. Wise	do	Iowa	9 months	900.00
Do	do	do	3 months	1,080.00
Robert L. Morgenweck	do	New Jersey	7½ months, 9 days	1,080.00
Adam G. Bishop	do	Missouri	6½ months, 3 days	1,080.00
C. W. Kendall	do	Colorado	1 year	1,020.00
Edward F. Linkins	do	Virginia	do	1,020.00
William Conyngton	do	Oklahoma	do	1,020.00
Marshall T. Hyer	do	Illinois	do	1,020.00
Curtis W. Mitchell	do	Missouri	do	1,020.00
Samuel E. Reed	do	West Virginia	do	1,020.00
David S. Brooks	do	District of Columbia	do	1,020.00
Roland M. Brown	do	Delaware	do	1,020.00
Ralph E. Fleischer	do	New York	do	1,020.00
John P. McCarthy	do	Massachusetts	do	1,020.00
Jeremiah P. Kelley	do	Rhode Island	do	1,020.00
Eugene Frankel	do	North Dakota	do	1,020.00
Winfield S. Byars	do	Illinois	do	1,020.00
Zenith W. Scott	do	Indiana	do	1,020.00
John B. Keeler	do	Connecticut	do	1,020.00
Eugene McGovern	do	New York	do	1,020.00
Frank H. H. Nolte	do	Ohio	11½ months, 14 days	1,020.00
James J. M. O'Leary	do	West Virginia	5½ months	960.00
Do	do	do	6½ months	1,020.00
G. Philip Werner	do	Illinois	4 months	900.00
Do	do	do	8 months	1,020.00
W. M. Edson	do	Maine	11½ months	1,020.00
Perce B. Leverich	do	Wisconsin	5 months, 5 days	900.00
Do	do	do	6½ months	1,020.00
Walter E. Marsh	do	Massachusetts	11 months	1,020.00
Edgar Bittinger	do	Pennsylvania	9 months	900.00
Do	do	do	3 months	1,020.00
Andrew C. Wilkins	do	Illinois	9 months	900.00
Do	do	do	3 months	1,020.00
Howard C. Faul	do	Pennsylvania	10½ months, 7 days	1,020.00
William D. MacKeen	do	New Jersey	10½ months	1,020.00
William B. Spencer	do	Pennsylvania	do	1,020.00
Charles W. Peckham	do	Massachusetts	10 months, 9 days	1,020.00
Chester E. Stiles	do	New Jersey	10 months	1,020.00
Edward R. Sterling	do	Ohio	9 months, 6 days	1,020.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
John A. Dacey	Under clerk	Maryland	8 months	$1,020.00
Edward J. Murphy	do	Maine	do	1,020.00
Marion B. King	do	Kansas	7½ months, 9 days	1,020.00
Lucius V. Friedli	do	Ohio	7½ months, 7 days	1,020.00
George C. Taylor	do	Virginia	7½ months	1,020.00
George W. Laird	do	New Jersey	6 months, 9 days	900.00
Do	do	do	1½ months	1,020.00
Stanley R. De Pue	do	Pennsylvania	6½ months, 3½ days	900.00
Do	do	do	1 month, 4 days	1,020.00
Bart B. Pigman	do	Indiana	6½ months, 11 days	1,020.00
Raymond A. Tatro	do	Washington	5½ months, 7 days	1,020.00
Monte C. Smith	do	Iowa	5 months	1,020.00
Charles J. Callahan	do	Massachusetts	4½ months, 2 days	1,020.00
Charles C. Badger	do	New York	4 months, 6 days	1,020.00
Fred J. Thompson	do	Iowa	3½ months	1,020.00
Sterling V. Mead	do	Kansas	3 months	900.00
Do	do	do	½ month	1,020.00
Herbert Wilson	do	Tennessee	3 months, 3 days	1,020.00
Thomas F. Sullivan	do	Massachusetts	3 months	1,020.00
Lloyd F. Orrison	do	Virginia	2½ months, 1 day	1,020.00
Eugene E. Moyer	do	Pennsylvania	2 months	1,020.00
Vincent L. Fitzsimmons	do	New York	1½ months, 8 days	1,020.00
Norman Vought	do	Pennsylvania	1 month, 7 days	1,020.00
Clarence E. Snell	do	Missouri	½ month, 3 days	1,020.00
Jacob W. Schwartz	do	New York	do	1,020.00
Henry M. Vance	do	Oklahoma	8 days	1,020.00
Charles F. Ford	Skilled laborer	New York	1 year	1,020.00
Charles F. Forsyth	do	Iowa	do	1,020.00
Wayne W. Bradley	Under clerk	do	11 months, 3 days	900.00
William R. Brennan	Messenger	Wisconsin	4 months	660.00
Do	Under clerk	do	8 months	900.00
Julius E. Morcock	Messenger	Georgia	3 months	660.00
Do	Under clerk	do	8½ months, 4 days	900.00
Kenneth E. Buffin	Messenger	Maryland	5½ months	660.00
Do	Under clerk	do	6½ months	900.00
Wheeler A. Wilson	Messenger boy	Georgia	6½ months, 14 days	480.00
Do	Under clerk	do	5 months	900.00
Herbert G. Elfstrand	do	Illinois	8½ months	900.00
C. Herbert Johnson	do	do	8 months	900.00
Hiram K. Green	do	Ohio	7½ months, 13 days	900.00
Claire C. McMullen	do	Missouri	7½ months	900.00
Herbert L. Brooks	do	New Jersey	4 months, 11 days	900.00
J. Wilson Jenkinson	do	Montana	4 months, 7 days	900.00
Hugh A. Stutts	do	North Carolina	3 months	900.00
Harry R. Getz	do	Washington	2½ months, 6 days	900.00
Oscar S. Johnson	do	Wisconsin	2 months	900.00
Merl R. Moon	do	Oklahoma	½ month, 11 days	900.00
Heyman S. Winnecour	do	Wisconsin	½ month	900.00
Charles M. VanVleck	do	Iowa	7 days	900.00
E. F. Hayward	Telephone operator	District of Columbia	1 year	900.00
Joseph J. Harvey	Skilled laborer	do	do	840.00
Lester L. Eppard	Messenger	Virginia	do	720.00
William J. Cady	do	Kentucky	do	720.00
Harry V. Rouse	Messenger boy	Virginia	11 months	480.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Harry V. Rouse	Messenger	Virginia	1 month	$720.00
Thomas H. Robinson	Classified laborer	District of Columbia	1 year	720.00
George T. Ward	do	do	6 months	600.00
Do	do	do	do	720.00
Alexander Macallister	Skilled laborer	New York	10½ months	660.00
Do	do	do	1½ months	720.00
Daniel W. Moore	Watchman	Alabama	1 year	720.00
William T. Conray	do	District of Columbia	do	720.00
Wesley S. Porter	do	Mississippi	do	720.00
Ulysses G. Thompson	do	Alabama	do	720.00
Clarence O. L. Garrett	do	Mississippi	6 months	720.00
Frank J. Spellman	do	Louisiana	3½ months	720.00
Jefferson Gilmore	Elevator conductor	Arkansas	5 months	720.00
John V. Kinckle	do	Georgia	4½ months, 7 days	720.00
Arthur E. Briscoe	do	New York	½ month, 10 days	720.00
Ralph Qualls	do	Ohio	5 days	720.00
James P. O'Connor	Messenger	District of Columbia	1 year	660.00
George E. Proudley	do	Illinois	do	660.00
Harry J. Barnholt	do	Pennsylvania	do	660.00
William A. Kane	do	New Jersey	do	660.00
James E. McMullin	do	Virginia	do	660.00
Francis H. Espey	do	Maryland	do	660.00
Edward L. Cooley	do	New York	do	660.00
Philip W. Huck	do	Maryland	do	660.00
Frank M. Hall	do	Pennsylvania	7½ months, 11 days	660.00
Henry Cissel	Foreman laborer	District of Columbia	1 year	600.00
James A. Dove	Unskilled laborer	do	do	600.00
Cary A. Johnson	do	do	do	600.00
Robert H. Wilkinson	do	do	do	600.00
Nelson Arnold	do	North Carolina	do	600.00
Frank A. Fisher	do	District of Columbia	do	600.00
Daniel W. Brooks	do	do	do	600.00
Rollie Gooden	do	Virginia	do	600.00
Walter C. Blount	do	North Carolina	do	600.00
William Beckley	do	Virginia	do	600.00
James J. Smith	do	District of Columbia	do	600.00
William E. Hayes	do	do	do	600.00
Samuel Reynolds	do	Virginia	do	600.00
Todd Mozee	do	Illinois	11 months, 8 days	600.00
Daniel E. Brewer	do	Maryland	7½ months	600.00
George Robinson	do	Virginia	4 months, 7 days	600.00
R. Rapley Cheshire	Messenger boy	Georgia	1 year	480.00
William A. Kilerlane	do	New York	do	480.00
Mitchell R. Collins	do	North Carolina	do	480.00
Jouvenal Fiedler	do	Maryland	do	480.00
Thomas Miller	do	do	do	480.00
Mack Myers	do	Virginia	do	480.00
Byron Gallagher	do	Massachusetts	do	480.00
Charles F. Maloy	do	Pennsylvania	do	480.00
Hiram F. Cash	do	Michigan	do	480.00
William A. Hans	do	New York	do	480.00
Arthur A. McNerney	do	Pennsylvania	do	480.00
Theodore M. Daugherty	do	Kentucky	do	480.00
Thomas R. Burch	do	Maryland	do	480.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
George L. Schatz	Messenger boy	Colorado	6 months	$420.00
Do	do	do	do	480.00
William A. Walsh	do	New York	do	420.00
Do	do	do	do	480.00
Joseph H. Aukward	do	District of Columbia	do	420.00
Do	do	do	do	480.00
Robert L. Hamill	do	do	9 months	420.00
Do	do	do	3 months	480.00
Ignatius L. Stormont	do	do	10½ months	420.00
Do	do	do	1½ months	480.00
Benjamin Robin	do	Pennsylvania	7 months 2 days	480.00
George T. Gibbs	do	Ohio	1 year	420.00
George A. Corbin	do	Massachusetts	do	420.00
Joseph D. Denit	do	District of Columbia	do	420.00
Russell G. Walker	do	do	do	420.00
Benjamin R. Gist	do	do	do	420.00
Lester A. Marble	do	do	do	420.00
William L. Bresnan	do	do	do	420.00
Lee A. Towers	do	Maryland	11½ months 9 days	420.00
Walker M. Bransom	do	do	9 months	420.00
Wilmer R. Smith	do	District of Columbia	8 months 13 days	420.00
George E. Chambers	do	do	8 months	420.00
Herbert B. Cutter	do	do	7 months 8 days	420.00
Irving H. Bryant	do	do	6½ months 11 days	420.00
John T. Hopkins	do	do	6 months 4 days	420.00
Clyde G. Miller	do	do	5 months	420.00
Milton Block	do	do	4 months	420.00
James E. Bragg	do	Indiana	3 months 9 days	420.00
Herbert H. Shinnick	do	Virginia	2½ months 2 days	420.00
James R. Morrison	do	District of Columbia	½ month 6 days	420.00
Lillian P. Wiley	Unskilled laborer	do	1 year	240.00
Mary Watson	do	do	do	240.00
Blanche Saunders	do	do	do	240.00
Nannie E. Rollins	do	do	do	240.00
Esther M. Woodland	do	do	do	240.00
Maggie V. Jackson	do	do	do	240.00
Katie S. Robinson	do	do	do	240.00
Ida E. Smith	do	do	do	240.00
Mary Dandridge	do	do	do	240.00
Cora E. Pollard	do	do	do	240.00
Mary L. Armstrong	do	Alabama	do	240.00
Ruth A. Williams	do	District of Columbia	11½ months 14 days	240.00
Mary J. Glass	do	North Carolina	do	240.00
Julia Walker	do	Virginia	11½ months 11½ days	240.00
Charlotte L. Jackson	do	District of Columbia	9 months 12 days	240.00
Clara J. Keating	Temporary unskilled laborer.	do	1 month 14 days	240.00
Bertie Thomas	do	do	do	240.00
Maud B. Carter	do	do	1 month	240.00
Laura V. Brooklyn	do	Maryland	do	240.00
Henry C. Miller	Temporary inspector	New York	1½ months	1,380.00
John T. Twohey	Temporary under clerk	Vermont	1½ months 11 days	1,020.00
Aradondo Tarres	Temporary under clerk	District of Columbia	½ month, 4 days	1,020.00
Henry A. Schmid	do	Missouri	½ month, 2½ days	1,020.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
William N. Freeman	Temporary under clerk	District of Columbia	5½ months, 14 days	$900.00
Benjamin Kebesky	do	do	do	900.00
Raphael L. Shanafelt	do	do	4½ months, 4 days	900.00
Albert K. Galloway	do	Maryland	3 months, 4 days	900.00
John J. Casey	do	Massachusetts	½ month, 3 days	900.00
Henry F. Meister	Temporary watchman	District of Columbia	6 months	720.00
Albert J. S. Taplin	do	do	3½ months	720.00
George F. Erdman	do	Pennsylvania	1½ months, 14 days	720.00
Robert G. Dickson	do	District of Columbia	1 month, 10 days	720.00
John J. Hickey	do	do	½ month, 2 days	720.00
Charles H. Phillips	Temporary elevator conductor.	do	½ month, 8 days	720.00
Grafton Crosby	do	do	½ month, 3 days	720.00
Charles D. Myers	Temporary skilled laborer.	do	½ month, 14 days	660.00
Charles R. Thompson	do	Virginia	do	660.00
John F. Phillips	Temporary unskilled laborer.	District of Columbia	3 months	600.00
Louis H. Bayly	Temporary employee	do	2 months, 6 days	p.m. 50.00
Charles A. Lutz	Chief examiner of accounts.	Kentucky	1 year	5,000.00
Fred W. Sweney	Examiner	Missouri	do	3,000.00
James C. Wallace	do	New York	do	3,000.00
Thomas F. Darden	do	New Jersey	2 months	2,700.00
Do	do	do	10 months	3,000.00
Edward C. Hall	do	California	3 months	2,700.00
Do	do	do	4½ months, 5 days	3,000.00
William C. Wishart	do	Delaware	2 months	3,000.00
Clifton F. Balch	do	Illinois	1 month	3,000.00
Walter V. Wilson	do	do	3 months	2,400.00
Do	do	do	9 months	2,700.00
D. E. Brown	do	New York	8 months	2,520.00
Do	do	do	4 months	2,700.00
Thornton M. Niven, jr	do	New Jersey	3 months, 8 days	2,700.00
William P. Bird	do	New York	1 year	2,520.00
W. C. Sanford	do	Michigan	do	2,520.00
R. H. Snead	do	Colorado	do	2,520.00
Harry L. Mosier	do	Kentucky	8 months	2,400.00
Do	do	do	4 months	2,520.00
Arnold C. Hansen	do	New Jersey	1 year	2,400.00
George M. Curtis	do	West Virginia	do	2,400.00
Edmund R. Stewart	do	Virginia	do	2,400.00
Alfred R. Marshall	do	Massachusetts	do	2,400.00
Will H. Carleton	do	Minnesota	do	2,400.00
Edwin F. Morgan	do	Illinois	do	2,400.00
C. G. Smith	do	Georgia	do	2,400.00
Frank M. Swacker	do	Missouri	do	2,400.00
Charles V. Burnside	do	Minnesota	do	2,400.00
Erwin T. Dakin	do	Tennessee	8 months	2,220.00
Do	do	do	4 months	2,400.00
John W. Vansant	do	Maryland	8 months	2,220.00
Do	do	do	4 months	2,400.00
Fred A. Barnes	do	New Jersey	do	2,100.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Fred A. Barnes	Examiner	New Jersey	4 months	$2,220.00
Do	do	do	do	2,400.00
William V. King	do	Texas	do	2,100.00
Do	do	do	do	2,220.00
Do	do	do	do	2,400.00
August G. Gutheim	do	Massachusetts	5 months	2,400.00
C. V. Conover	do	Michigan	3 months, 12 days	2,400.00
Ralph P. Marsh	do	Georgia	2½ months, 12 days	2,400.00
Alexander Wylie	do	Illinois	8 months	2,100.00
Do	do	do	4 months	2,220.00
Edward E. Gann	do	Kansas	8 months	1,980.00
Do	do	do	4 months	2,220.00
Charles C. James	do	Missouri	1 year	2,100.00
Wm. McLeod	do	North Carolina	do	2,100.00
Edward D. Myers	do	New York	do	2,100.00
Winfield S. Keenholts	do	do	do	2,100.00
Arthur L. Boyd	do	Colorado	4 months	1,980.00
Do	do	do	8 months	2,100.00
Andrew T. Smith	do	North Carolina	4 months	1,980.00
Do	do	do	8 months	2,100.00
Lewis A. Bell	do	Illinois	2 months, 14 days	2,100.00
Edmond E. Bruce	do	Missouri	1 year	1,980.00
William M. Lockwood	do	District of Columbia	do	1,980.00
Charles E. Mosser	do	Pennsylvania	do	1,980.00
John B. Bain	do	Virginia	do	1,980.00
Lawrence B. McCord	do	Illinois	do	1,980.00
Lewis R. Close	do	Georgia	do	1,980.00
Myron A. Pattison	do	Colorado	do	1,980.00
Charles P. Lishawa	do	Ohio	do	1,980.00
Francis H. McAdams	do	New York	do	1,980.00
Andrew M. Bunten	do	Kansas	do	1,980.00
Elmer S. Reinoehl	do	California	do	1,980.00
Charles C. Semple	do	Ohio	do	1,980.00
Alfred H. Peck	do	Oklahoma	do	1,980.00
Charles Hewett	do	New York	do	1,980.00
Alfred G. Hagerty	do	Louisiana	4 months	1,860.00
Do	do	do	8 months	1,980.00
George Geekie	do	Massachusetts	4 months	1,860.00
Do	do	do	8 months	1,980.00
James W. Carmalt	do	New York	do	1,860.00
Do	do	do	4 months	1,980.00
William E. Rittenhouse	do	Ohio	9 months, 8 days	1,980.00
George H. Hess, jr	do	Missouri	1 month	1,980.00
William J. Abbey	do	Ohio	1 year	1,860.00
William W. Tirrell	do	Massachusetts	do	1,860.00
Henry C. Keene	do	Oregon	do	1,860.00
Guy J. Bunting	do	Indiana	do	1,860.00
Roy R. Waterbury	do	Minnesota	do	1,860.00
William B. Wilbur	do	Michigan	do	1,860.00
Frank S. Fowler	do	Pennsylvania	do	1,860.00
John W. Rawlings	do	Tennessee	do	1,860.00
Eugene E. Evans	do	Kentucky	do	1,860.00
Robert E. Quirk	do	Illinois	do	1,860.00
Frederic C. Sharood	do	Virginia	do	1,860.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
John R. Fincher	Examiner	Alabama	1 year	$1,860.00
John L. V. Colahan	do	Pennsylvania	do	1,860.00
Frank H. Harvey	do	Maryland	do	1,860.00
Charles O. Fourché	do	Louisiana	do	1,860.00
William S. Curry	do	Ohio	do	1,860.00
Claude M. McLauchlin	do	District of Columbia	do	1,860.00
James J. Phelan	do	New York	do	1,860.00
Hugh P. Wetherbee	do	Nebraska	do	1,860.00
Daniel M. Higgins	do	California	do	1,860.00
Alfred H. Smith	do	Louisiana	do	1,860.00
Paul H. Lawrence	do	Ohio	do	1,860.00
Cornelius B. Nelson	do	Illinois	do	1,860.00
William H. Burke	do	New Jersey	do	1,860.00
Lewis K. C. Glover	do	Alabama	7½ months, 2 days	1,860.00
Claude I. Dawson	do	South Carolina	½ month, 4 days	1,860.00
William E. Sidell	Junior clerk	New Jersey	4 months	1,380.00
Do	Clerk	do	8 months	1,620.00
John J. Quill	Junior clerk	Ohio	4 months	1,380.00
Do	Clerk	do	8 months	1,620.00
Jacob W. Krieger	Junior clerk	Tennessee	do	1,380.00
Do	Clerk	do	4 months	1,620.00
Samuel J. Barclay	do	New York	1 year	1,500.00
Calvin H. Ziegler	do	Pennsylvania	7½ months, 12 days	1,500.00
James C. Gillespie	do	do	7½ months, 9 days	1,500.00
Wilford H. Swinney	do	Texas	7 months, 10 days	1,500.00
Thomas P. Larkin	do	Pennsylvania	7 months	1,500.00
George A. Williamson	do	California	5½ months, 9 days	1,500.00
Herbert L. Wick	Junior clerk	Illinois	7 months	1,380.00
William W. Buck	do	Connecticut	do	1,380.00
Arthur S. Wilson	do	Tennessee	do	1,380.00
John F. Smith	do	New York	do	1,380.00
John Murphy	do	do	6 months, 11 days	1,380.00
Alexander F. Brevillier	do	Pennsylvania	1 year	1,200.00
Clyde L. Stryker	do	New Jersey	11½ months, 8 days	1,200.00
Gilbert I. Jackson	Under clerk	New York	1 year	1,080.00
Charles F. Thomas	do	Kentucky	do	1,020.00
James F. McNeely	do	Wisconsin	do	1,020.00
Asher H. Leatherman	do	Pennsylvania	do	1,020.00
Heyman S. Winnecour	do	Wisconsin	11½ months	1,020.00
Sterling V. Mead	do	Kansas	8½ months	1,020.00
Frederick G. Rechten	do	New Jersey	8 months, 11 days	1,020.00
Joe N. Bourne	do	Iowa	8 months	1,020.00
Walter J. Looker	do	do	7 months, 2 days	1,020.00
Herbert G. Elfstrand	do	Illinois	3½ months	1,020.00
Ballard E. Galloway	do	Maryland	3 months, 12 days	1,020.00
Harry E. Meyer	do	Ohio	2 months, 9 days	1,020.00
Elijah T. Halter	do	Illinois	1½ months, 1 day	1,020.00
Nathan Thumim	do	Massachusetts	½ month, 10 days	1,020.00
John R. Ranson	Messenger boy	Ohio	1 year	480.00
John J. Foss	do	Illinois	10 months, 12 days	420.00
Florence Norina Barry	Temporary comptometer operator.	California	1½ months, 8 days	p.m.75.00
L. Berenice Wilson	do	do	½ month, 3¾ days	p.m.75.00
Elsie Marquardt	do	Oregon	1 month, 8 days	p.m.60.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Bessie L. Copilovich	Temporary comptometer operator.	Minnesota	1 month, 12 days	p.m. $50.00
Mabel A. Blomquist	do	Minnesota	1 month, 12 days	p.m. 50.00
Mary E. Sarsfield	do	do	1 month, 9 days	p.m. 50.00
Philip J. Doherty	Attorney	Massachusetts	11½ months, 11¾ days.	2,640.00
Roscoe F. Walter	do	Kentucky	1 year	1,740.00
Monroe C. List	do	West Virginia	do	1,740.00
Walter N. Brown	do	Rhode Island	6 months	1,620.00
Do	do	do	do	1,740.00
Ulysses Butler	do	Pennsylvania	5 months	1,740.00
Otis Beall Kent	Clerk	Massachusetts	5½ months, 20 days	1,620.00
Do	do	do	6 months	1,740.00
J. W. Watson	Inspector	New York	1 year	1,620.00
Frank C. Smith	do	Michigan	do	1,620.00
Richard R. Cullinane	do	Mississippi	do	1,620.00
W. R. Wright	do	Missouri	do	1,620.00
James E. Jones	do	Illinois	do	1,620.00
James J. Coutts	do	Ohio	do	1,620.00
C. F. Merrill	do	Wisconsin	do	1,620.00
Hiram W. Belnap	do	Illinois	do	1,620.00
George E. Starbird	do	do	do	1,620.00
James A. Lawson	do	Texas	do	1,620.00
J. H. Stricklan	do	Minnesota	do	1,620.00
Burt C. Craig	do	New York	do	1,620.00
Austin F. Duffy	do	Pennsylvania	do	1,620.00
George B. Winter	do	Utah	do	1,620.00
Elbridge L. Gibbs	do	Texas	do	1,620.00
Henry Kirch	do	New Mexico	do	1,620.00
Thomas W. Gibbons	do	New York	do	1,620.00
Oscar C. Cash	do	Virginia	do	1,620.00
Thomas C. Hays	do	Kansas	do	1,620.00
Joseph Bromley	do	New York	do	1,620.00
Frank E. Snyder	do	Minnesota	do	1,620.00
William F. Holton	do	Virginia	11½ months, 12 days	1,620.00
H. K. Swasey	do	Massachusetts	11 months, 12 days	1,620.00
John F. Ensign	do	Colorado	8½ months, 9 days	1,620.00
Frank McManamy	do	Oregon	do	1,620.00
Orris S. Reynolds	do	Kentucky	2½ months, 1 day	1,620.00
William E. Weeks	do	Colorado	½ month, 11 days	1,620.00
Stacy H. Myers	Junior clerk	District of Columbia	1 year	1,200.00
Walter S. Stockdale	Under clerk	Ohio	6 months	1,080.00
Do	Junior clerk	do	do	1,200.00
Paul L. Holden	Under clerk	do	6 months, 12 days	1,020.00
Thomas V. Pearson	do	Idaho	2½ months, 6 days	900.00
Walter Frech	Temporary under clerk.	District of Columbia	3½ months	900.00
John F. Ensign	Chief inspector of locomotive boilers.	Colorado	3 months, 6 days	4,000.00
Frank McManamy	Assistant chief inspector of locomotive boilers.	Oregon	do	3,000.00
Garland P. Robinson	do	New York	do	3,000.00
W. J. Lester Sis	Junior clerk	District of Columbia	1 month	1,320.00
Walter E. Marsh	Under clerk	Massachusetts	do	1,020.00

EMPLOYEES OF THE COMMISSION FOR THE FISCAL YEAR ENDING JUNE 30, 1911—Con.

Names.	Office.	Whence appointed.	Time employed.	Salary per annum.
Norman Vought	Under clerk	Pennsylvania	1 month	$1,020.00
Milton Block	Messenger boy	District of Columbia	do	420.00
Wilfred P. Borland	Inspector clerk	Washington	1 year	2,100.00
Shirley N. Mills	Junior clerk	Minnesota	do	1,320.00
John A. Lawless	Under clerk	District of Columbia	do	1,020.00
Earle W. Bascom	do	Massachusetts	do	1,020.00
Ernest J. Kendrick	Messenger boy	District of Columbia	do	420.00
H. D. Lyon	Temporary inspector	New York	do	1,800.00
Charles H. Burt	do	do	do	1,800.00
Stephen J. Mayhood	do	Missouri	9 months	1,620.00

DETAILED STATEMENT OF EXPENDITURES OF THE INTERSTATE COMMERCE COMMISSION FOR FISCAL YEAR ENDING JUNE 30, 1911.

Salaries of Commissioners and secretary		$73,750.00
Employees:		
1 statistician, 10 months, at $5,000 per annum	$4,166.67	
1 chief of Bureau of Tariffs, 1 year, at $4,500 per annum	4,500.00	
1 solicitor, 1 year, at $4,500 per annum	4,500.00	
1 attorney, 11½ months 4 days, at $4,500 per annum	4,362.50	
1 attorney, 3½ months, at $3,000 per annum, 2½ months, at $3,600 per annum, and 6 months, at $3,900 per annum	3,575.00	
1 attorney, 1 year, at $3,600 per annum	3,600.00	
1 attorney, 6 months, at $3,600 per annum	1,800.00	
5 attorneys, 1 year, at $3,000 per annum	15,000.00	
1 attorney, 8½ months 12 days, at $3,000 per annum	2,225.00	
1 attorney, 7½ months 1 day, at $3,000 per annum	1,883.33	
1 attorney, 5½ months 2 days, at $3,000 per annum	1,391.67	
1 attorney, 3 months, at $3,000 per annum	750.00	
1 attorney, 1½ months 13 days, at $3,000 per annum	483.33	
1 disbursing clerk, 6 months, at $2,760 per annum, and 6 months, at $3,000 per annum	2,880.00	
1 associate statistician, 1 month, at $3,000 per annum	250.00	
1 chief clerk, 1 year, at $2,880 per annum	2,880.00	
1 assistant statistician, 1 year, at $2,760 per annum	2,760.00	
2 attorneys, 1 year, at $2,640 per annum	5,280.00	
1 confidential clerk, 3½ months, at $2,400 per annum, and attorney, 8½ months, at $2,640 per annum	2,570.00	
1 clerk, 3½ months, at $1,500 per annum, and attorney, 8½ months, at $2,640 per annum	2,307.50	
1 attorney, 8 months 10 days, at $2,640 per annum	1,833.33	
1 attorney, 5½ months, at $2,640 per annum	1,210.00	
1 attorney, 4½ months ½ day, at $2,640 per annum	993.66	
1 assistant auditor, 1 year, at $2,520 per annum	2,520.00	
1 special agent, 1 year, at $2,520 per annum	2,520.00	
1 chief of division, 1 year, at $2,520 per annum	2,520.00	
1 attorney, 8 months, at $2,520 per annum	1,680.00	
1 chief of division, 1 year, at $2,400 per annum	2,400.00	

Employees—Continued.

1 confidential clerk, 6 months, and attorney, 6 months, at $2,400 per annum	$2,400.00
2 confidential clerks, 1 year, at $2,400 per annum	4,800.00
1 confidential clerk, 9 months, at $2,400 per annum	1,800.00
1 confidential clerk, 8½ months, at $2,400 per annum	1,700.00
1 confidential clerk, 5½ months, at $2,400 per annum	1,100.00
2 law clerks, 1 year, at $2,400 per annum	4,800.00
1 special agent, 7 months, at $2,400 per annum	1,400.00
1 assistant to director, 4½ months, at $2,400 per annum	900.00
2 chiefs of divisions, 1 year, at $2,220 per annum	4,440.00
2 senior clerks, 1 year, at $2,100 per annum	4,200.00
1 chief of division, 1 year, at $2,100 per annum	2,100.00
1 law clerk, 1 year, at $2,100 per annum	2,100.00
1 official stenographer, 1 year, at $2,100 per annum	2,100.00
1 special agent, 1 year, at $2,100 per annum	2,100.00
1 cashier, 1 year, at $2,100 per annum	2,100.00
2 senior clerks, 1 year, at $1,980 per annum	3,960.00
1 law clerk, 1 year, at $1,980 per annum	1,980.00
1 chief of division, 1 year, at $1,980 per annum	1,980.00
1 special agent, 11½ months 4 days, at $1,980 per annum	1,919.50
1 chief inspector, 6 months, at $1,860 per annum, and 5 months 10 days, at $1,980 per annum	1,810.00
6 senior clerks, 1 year, at $1,860 per annum	11,160.00
1 clerk, 6 months, at $1,620 per annum, and senior clerk, 6 months, at $1,860 per annum	1,740.00
1 clerk, 10½ months, at $1,620 per annum, and senior clerk, 1½ months, at $1,860 per annum	1,650.00
1 clerk, 5 months 6 days, at $1,620 per annum, and senior clerk, 6 months, at $1,860 per annum	1,632.00
1 senior clerk, 9½ months, at $1,860 per annum	1,472.50
1 senior clerk, 8 months 12 days, at $1,860 per annum	1,302.00
1 senior clerk, 7 months 10 days, at $1,860 per annum	1,136.67
1 senior clerk, 1½ months 9½ days, at $1,860 per annum	281.58
3 special agents, 1 year, at $1,860 per annum	5,580.00
1 special agent, 5½ months 8 days, at $1,860 per annum	888.66
1 printing clerk, 11½ months 2 days, at $1,860 per annum	1,792.83
3 clerks, 1 year, at $1,740 per annum	5,220.00
1 clerk, 6 months, at $1,620 per annum, and 6 months, at $1,740 per annum	1,680.00
1 confidential clerk, 1½ months, at $2,400 per annum, and attorney, 5½ months, at $1,740 per annum	1,097.50
19 clerks, 1 year, at $1,620 per annum	30,780.00
1 clerk, 11 months 5 days, at $1,620 per annum	1,507.50
1 junior clerk, 10½ months, at $1,400 per annum, and clerk, 1½ months, at $1,620 per annum	1,427.50
1 clerk, 8½ months 1 day, at $1,620 per annum	1,152.00
29 clerks, 1 year, at $1,500 per annum	43,500.00
1 junior clerk, ½ month, at $1,320 per annum, and clerk, 11½ months, at $1,500 per annum	1,492.50
1 clerk, 11½ months 9 days, at $1,500 per annum	1,475.00
1 junior clerk, 9 months, at $1,380 per annum, and clerk, 3 months, at $1,500 per annum	1,410.00

Employees—Continued.

2 clerks, 6 months 9 days, at $1,500 per annum	$1,575.00
1 special agent, 1 year, at $1,500 per annum	1,500.00
1 special agent, 7½ months, and clerk, 4½ months, at $1,500 per annum	1,500.00
8 junior clerks, 1 year, at $1,400 per annum	11,200.00
1 junior clerk, 9½ months, at $1,400 per annum	1,108.34
1 junior clerk, 7½ months 3 days, at $1,400 per annum	886.66
7 junior clerks, 1 year, at $1,380 per annum	9,660.00
1 junior clerk, 5 months, at $1,320 per annum, and 7 months, at $1,380 per annum	1,355.00
1 junior clerk, 10½ months, at $1,320 per annum, and 1½ months, at $1,380 per annum	1,327.50
1 junior clerk, 6 months, at $1,200 per annum, and 6 months, at $1,380 per annum	1,290.00
1 junior clerk, 10 months 6 days, at $1,380 per annum	1,173.00
1 junior clerk, 7 months 6 days, at $1,380 per annum	828.00
1 inspector, 2½ months 4½ days, at $1,380 per annum	304.74
1 special agent, 2 months, at $1,500 per annum, and junior clerk, 10 months, at $1,320 per annum	1,350.00
38 junior clerks, 1 year, at $1,320 per annum	50,160.00
1 junior clerk, 1 month, at $1,200 per annum, and 11 months, at $1,320 per annum	1,310.00
1 junior clerk, 11½ months 11½ days, at $1,320 per annum	1,307.17
1 junior clerk, 5 months, at $1,260 per annum, and 7 months, at $1,320 per annum	1,295.00
1 junior clerk, 6 months, at $1,200 per annum, and 6 months, at $1,320 per annum	1,260.00
1 junior clerk, 7½ months, at $1,200 per annum, and 4½ months, at $1,320 per annum	1,245.00
1 junior clerk, 8 months, at $1,200 per annum, and 4 months, at $1,320 per annum	1,240.00
1 junior clerk, 9 months, at $1,200 per annum, and 3 months, at $1,320 per annum	1,230.00
2 junior clerks, 10½ months, at $1,200 per annum, and 1½ months, at $1,320 per annum	2,430.00
1 junior clerk, 11 months, at $1,320 per annum	1,210.00
1 under clerk, 3 months, at $1,020 per annum, and junior clerk, 7½ months, at $1,200 per annum, and 1½ months, at $1,320 per annum	1,170.00
1 junior clerk, 10½ months ½ day, at $1,320 per annum	1,156.83
1 junior clerk, 10 months 13½ days, at $1,320 per annum	1,149.50
1 junior clerk, 10 months 7 days, at $1,320 per annum	1,125.66
1 junior clerk, 9 months 12 days, at $1,320 per annum	1,033.99
1 junior clerk, 8½ months 7 days, at $1,320 per annum	960.67
1 junior clerk, 2½ months, at $1,320 per annum	275.00
1 inspector, 8 months 5 days, at $1,320 per annum	898.33
1 inspector, 3 months, at $1,320 per annum	330.00
9 junior clerks, 1 year, at $1,260 per annum	11,340.00
1 junior clerk, 5 months, at $1,200 per annum, and 7 months, at $1,260 per annum	1,235.00
61 junior clerks, 1 year, at $1,200 per annum	73,200.00
1 junior clerk, 11½ months, 14½ days, at $1,200 per annum	1,197.50

Employees—Continued.

1 junior clerk, 11½ months, 14 days, at $1,200 per annum	$1,196.67
1 junior clerk, 11½ months, 10 days, at $1,200 per annum	1,183.34
1 junior clerk, 8 months, 11½ days, at $1,320 per annum, and 2½ months, at $1,200 per annum	1,172.16
2 under clerks, 3 months, at $1,020 per annum, and junior clerks, 9 months, at $1,200 per annum	2,310.00
1 under clerk, 4½ months, at $1,080 per annum, and junior clerk, 7½ months, at $1,200 per annum	1,155.00
2 under clerks, 6 months, at $1,080 per annum, and junior clerks, 6 months, at $1,200 per annum	2,280.00
1 junior clerk, 11 months, 7 days, at $1,200 per annum	1,123.33
1 junior clerk, 11 months, 4½ days, at $1,200 per annum	1,115.00
1 under clerk, 9 months, at $1,020 per annum, and junior clerk, 3 months, at $1,200 per annum	1,065.00
1 under clerk, 10½ months, at $1,020 per annum, and junior clerk, 1½ months, at $1,200 per annum	1,042.50
3 junior clerks, 10 months, at $1,200 per annum	3,000.00
1 junior clerk, 7 months, 8 days, at $1,200 per annum	726.67
1 under clerk, 6 months, at $1,020 per annum, and junior clerk, 2 months, at $1,200 per annum	710.00
1 junior clerk, 6½ months, 8 days, at $1,200 per annum	676.67
1 junior clerk, 6½ months, 4 days, at $1,200 per annum	663.33
1 junior clerk, 6½ months, at $1,200 per annum	650.00
1 junior clerk, 6 months, 9 days, at $1,200 per annum	630.00
3 junior clerks, 5½ months, 13 days, at $1,200 per annum	1,779.99
5 junior clerks, 5 months, at $1,200 per annum	2,500.00
1 junior clerk, 4½ months, 1 day, at $1,200 per annum	453.33
1 junior clerk, 3 months, at $1,200 per annum	300.00
1 junior clerk, 2½ months, 3 days, at $1,200 per annum	260.00
6 under clerks, 1 year, at $1,080 per annum	6,480.00
2 under clerks, 4 months, at $1,020 per annum, and 8 months, at $1,080 per annum	2,120.00
1 under clerk, 4½ months, at $1,020 per annum, and 7½ months, at $1,080 per annum	1,057.50
1 under clerk, 9 months, at $1,020 per annum, and 3 months, at $1,080 per annum	1,035.00
2 under clerks, 10½ months, at $1,020 per annum, and 1½ months, at $1,080 per annum	2,055.00
1 under clerk, 6 months, at $900 per annum, and 3 months, at $1,080 per annum	945.00
1 under clerk, 7½ months, 9 days, at $1,080 per annum	702.00
1 under clerk, 6½ months, 3 days, at $1,080 per annum	594.00
16 under clerks, 1 year, at $1,020 per annum	16,320.00
1 under clerk, 11½ months, 14 days, at $1,020 per annum	1,017.17
1 under clerk, 5½ months, at $960 per annum, and 6½ months, at $1,020 per annum	992.50
1 under clerk, 4 months, at $900 per annum, and 8 months, at $1,020 per annum	980.00
1 under clerk, 11½ months, at $1,020 per annum	977.49
1 under clerk, 5 months, 5 days, at $900 per annum, and 6½ months, at $1,020 per annum	940.00

Employees—Continued.

1 under clerk, 11 months, at $1,020 per annum	$935.00
2 under clerks, 9 months, at $900 per annum, and 3 months, at $1,020 per annum	1,860.00
1 under clerk, 10½ months, 7 days, at $1,020 per annum	912.33
2 under clerks, 10½ months, at $1,020 per annum	1,785.00
1 under clerk, 10 months, 9 days, at $1,020 per annum	875.50
1 under clerk, 10 months, at $1,020 per annum	850.00
1 under clerk, 9 months, 6 days, at $1,020 per annum	782.00
2 under clerks, 8 months, at $1,020 per annum	1,530.00
1 under clerk, 7½ months, 9 days, at $1,020 per annum	663.00
1 under clerk, 7½ months, 7 days, at $1,020 per annum	657.33
1 under clerk, 7½ months, at $1,020 per annum	637.50
1 under clerk, 6 months, 9 days, at $900 per annum, and 1½ months, at $1,020 per annum	600.00
1 under clerk, 6½ months, 3½ days, at $900 per annum, and 1 month, 4 days, at $1,020 per annum	592.58
1 under clerk, 6½ months, 11 days, at $1,020 per annum	583.67
1 under clerk, 5½ months, 7 days, at $1,020 per annum	487.33
1 under clerk, 5 months, at $1,020 per annum	425.00
1 under clerk, 4½ months, 2 days, at $1,020 per annum	388.17
1 under clerk, 4 months, 6 days, at $1,020 per annum	357.00
1 under clerk, 3½ months, at $1,020 per annum	297.50
1 under clerk, 3 months, at $900 per annum, and ½ month, at $1,020 per annum	267.50
1 under clerk, 3 months, 3 days, at $1,020 per annum	263.50
1 under clerk, 3 months, at $1,020 per annum	255.00
1 under clerk, 2½ months, 1 day, at $1,020 per annum	215.33
1 under clerk, 2 months, at $1,020 per annum	170.00
1 under clerk, 1½ months, 8 days, at $1,020 per annum	150.17
1 under clerk, 1 month, 7 days, at $1,020 per annum	104.83
2 under clerks, ½ month, 3 days, at $1,020 per annum	102.00
1 under clerk, 8 days, at $1,020 per annum	22.67
2 skilled laborers, 1 year, at $1,020 per annum	2,040.00
1 under clerk, 11 months, 3 days, at $900 per annum	832.50
1 messenger, 4 months, at $660 per annum, and under clerk, 8 months, at $900 per annum	820.00
1 messenger, 3 months, at $660 per annum, and under clerk, 8½ months, 4 days, at $900 per annum	812.50
1 messenger, 5½ months, at $660 per annum, and under clerk, 6½ months, at $900 per annum	790.00
1 messenger boy, 6½ months, 14 days, at $480 per annum, and under clerk, 5 months at $900 per annum	653.67
1 under clerk, 8½ months, at $900 per annum	637.50
1 under clerk, 8 months, at $900 per annum	600.00
1 under clerk, 7½ months, 13 days, at $900 per annum	595.00
1 under clerk, 7½ months, at $900 per annum	562.50
1 under clerk, 4 months, 11 days, at $900 per annum	327.50
1 under clerk, 4 months, 7 days, at $900 per annum	317.50
1 under clerk, 3 months, at $900 per annum	225.00
1 under clerk, 2½ months, 6 days, at $900 per annum	202.50
1 under clerk, 2 months, at $900 per annum	150.00
1 under clerk, ½ month, 11 days, at $900 per annum	65.00
1 under clerk, ½ month, at $900 per annum	37.50

Employees—Continued.

1 under clerk, 7 days, at $900 per annum	$17.50
1 telephone operator, 1 year, at $900 per annum	900.00
1 skilled laborer, 1 year, at $840 per annum	840.00
2 messengers, 1 year, at $720 per annum	1,440.00
1 messenger boy, 11 months, at $480 per annum, and messenger, 1 month, at $720 per annum	500.00
1 classified laborer, 1 year, at $720 per annum	720.00
1 classified laborer, 6 months, at $600 per annum, and 6 months, at $720 per annum	660.00
1 skilled laborer, 10½ months, at $660 per annum, and 1½ months, at $720 per annum	667.50
4 watchmen, 1 year, at $720 per annum	2,880.00
1 watchman, 6 months, at $720 per annum	360.00
1 watchman, 3½ months, at $720 per annum	210.00
1 elevator conductor, 5 months, at $720 per annum	300.00
1 elevator conductor, 4½ months, 7 days, at $720 per annum	284.00
1 elevator conductor, ½ month, 10 days, at $720 per annum	50.00
1 elevator conductor, 5 days, at $720 per annum	10.00
8 messengers, 1 year, at $660 per annum	5,280.00
1 messenger, 7½ months, 11 days, at $660 per annum	432.67
1 foreman laborer, 1 year, at $600 per annum	600.00
12 unskilled laborers, 1 year, at $600 per annum	7,200.00
1 unskilled laborer, 11 months, 8 days, at $600 per annum	563.33
1 unskilled laborer, 7½ months, at $600 per annum	375.00
1 unskilled laborer, 4 months, 7 days, at $600 per annum	211.67
13 messenger boys, 1 year, at $480 per annum	6,240.00
3 messenger boys, 6 months, at $420 per annum, and 6 months, at $480 per annum	1,350.00
1 messenger boy, 9 months, at $420 per annum, and 3 months, at $480 per annum	435.00
1 messenger boy, 10½ months, at $420 per annum, and 1½ months, at $480 per annum	427.50
1 messenger boy, 7 months, 2 days, at $480 per annum	282.67
7 messenger boys, 1 year, at $420 per annum	2,940.00
1 messenger boy, 11½ months, 9 days, at $420 per annum	413.00
1 messenger boy, 9 months, at $420 per annum	315.00
1 messenger boy, 8 months, 13 days, at $420 per annum	295.17
1 messenger boy, 8 months, at $420 per annum	280.00
1 messenger boy, 7 months, 8 days, at $420 per annum	254.33
1 messenger boy, 6½ months, 11 days, at $420 per annum	240.33
1 messenger boy, 6 months, 4 days, at $420 per annum	214.67
1 messenger boy, 5 months, at $420 per annum	175.00
1 messenger boy, 4 months, at $420 per annum	140.00
1 messenger boy, 3 months, 9 days, at $420 per annum	115.50
1 messenger boy, 2½ months, 2 days, at $420 per annum	89.83
1 messenger boy, ½ month, 6 days, at $420 per annum	24.50
11 unskilled laborers, 1 year, at $240 per annum	2,640.00
2 unskilled laborers, 11½ months, 14 days, at $240 per annum	478.66

Employees—Continued.		
1 unskilled laborer, 11½ months, 11½ days, at $240 per annum	$237.66	
1 unskilled laborer, 9 months, 12 days, at $240 per annum	188.00	
2 unskilled laborers, 1 month, 14 days, at $240 per annum	58.68	
2 unskilled laborers, 1 month, at $240 per annum	40.00	
1 temporary inspector, 1½ months, at $1,380 per annum	172.50	
1 temporary under clerk, 1½ months, 11 days, at $1,020 per annum	158.67	
1 temporary under clerk, ½ month, 4 days, at $1,020 per annum	53.83	
1 temporary under clerk, ½ month, 2½ days, at $1,020 per annum	49.58	
2 temporary under clerks, 5½ months, 14 days, at $900 per annum	895.00	
1 temporary under clerk, 4½ months, 4 days, at $900 per annum	347.50	
1 temporary under clerk, 3 months, 4 days, at $900 per annum	235.00	
1 temporary under clerk, ½ month, 3 days, at $900 per annum	45.00	
1 temporary watchman, 6 months, at $720 per annum	360.00	
1 temporary watchman, 3½ months, at $720 per annum	210.00	
1 temporary watchman, 1½ months, 14 days, at $720 per annum	118.00	
1 temporary watchman, 1 month, 10 days, at $720 per annum	80.00	
1 temporary watchman, ½ month, 2 days, at $720 per annum	34.00	
1 temporary elevator conductor, ½ month, 8 days, at $720 per annum	46.00	
1 temporary elevator conductor, ½ month, 3 days, at $720 per annum	36.00	
2 temporary skilled laborers, ½ month, 14 days, at $660 per annum	106.34	
1 temporary unskilled laborer, 3 months, at $600 per annum	150.00	
1 temporary employee, 2 months, 6 days, at $50 per month	110.00	
		$578,959.44
Stenography and typewriting:		
421¼ hours, at 40 cents per hour	168.70	
70,733½ pages, at 60 cents per page	42,440.10	
22,150 pages, at 50 cents per page	11,075.00	
30 pages, at 35 cents per page	10.50	
1,870 pages, at 25 cents per page	467.50	
12,699 pages, at 12½ cents per page	1,587.35	
288 pages, at 10 cents per page	28.80	
234 folios, at 16 cents per folio	37.44	
690 folios, at 15 cents per folio	103.50	
		55,918.89
Traveling expenses		58,555.00

Rent of offices, second, third, fourth, fifth, sixth, seventh, eighth, and ninth floors, one room on first floor, and basement of American Bank Building, 1317 F Street NW.; second, third, fourth, fifth, and sixth floors of building 1307–1309 G Street NW.; second, third and fourth floors, and basement of Epiphany Building, 1311 G Street NW.; one room on eighth floor of Westory Building, Fourteenth and F Streets NW.; second, third, fourth and fifth floors, and one room on sixth floor of Glover Building, 1419 F Street NW.; basement under premises 1334 F Street NW.; brick building in rear of premises 1338 G Street NW. (this charge includes heating, lighting, elevator, and water service); and two rooms on first floor of 802 South University Avenue, Ann Arbor, Mich		$44,830.22
Desks, chairs, tables, bookcases, and filing cases, typewriters, etc	$10,643.59	
Stationery	8,692.34	
Printing	67.50	
Books and periodicals	2,734.07	
Counsel	2,756.75	
Special services	13,587.40	
Witness fees	371.15	
Telegrams	1,994.13	
Incidental expenses	10,244.18	
		789,354.66
Examination of accounts:		
Employees—		
1 chief examiner, 1 year, at $5,000 per annum	$5,000.00	
2 examiners, 1 year, at $3,000 per annum	6,000.00	
1 examiner, 2 months, at $2,700 per annum, and 10 months, at $3,000 per annum	2,950.00	
1 examiner, 3 months, at $2,700 per annum, and 4½ months, 5 days, at $3,000 per annum	1,841.67	
1 examiner, 2 months, at $3,000 per annum	500.00	
1 examiner, 1 month, at $3,000 per annum	250.00	
1 examiner, 3 months, at $2,400 per annum, and 9 months, at $2,700 per annum	2,625.00	
1 examiner, 8 months, at $2,520 per annum, and 4 months, at $2,700 per annum	2,580.00	
1 examiner, 3 months, 8 days, at $2,700 per annum	735.00	
3 examiners, 1 year, at $2,520 per annum	7,560.00	
1 examiner, 2 months, at $2,400 per annum, and 10 months, at $2,520 per annum	2,440.00	
9 examiners, 1 year, at $2,400 per annum	21,600.00	

Examination of accounts—Continued.
Employees—Continued.

2 examiners, 8 months, at $2,220 per annum, and 4 months, at $2,400 per annum	$4,560.00
2 examiners, 4 months, at $2,100 per annum, 4 months, at $2,220 per annum, and 4 months, at $2,400 per annum	4,480.00
1 examiner, 5 months, at $2,400 per annum	1,000.00
1 examiner, 3 months, 12 days, at $2,400 per annum	680.00
1 examiner, 2½ months, 12 days, at $2,400 per annum	580.00
1 examiner, 8 months, at $2,100 per annum, and 4 months, at $2,220 per annum	2,140.00
1 examiner, 8 months, at $1,980 per annum, and 4 months, at $2,220 per annum	2,060.00
4 examiners, 1 year, at $2,100 per annum	8,400.00
2 examiners, 4 months, at $1,980 per annum, and 8 months, at $2,100 per annum	4,120.00
1 examiner, 2 months, 14 days, at $2,100 per annum	431.67
14 examiners, 1 year, at $1,980 per annum	27,720.00
2 examiners, 4 months, at $1,860 per annum, and 8 months, at $1,980 per annum	3,880.00
1 examiner, 8 months, at $1,860 per annum, and 4 months, at $1,980 per annum	1,900.00
1 examiner, 9 months, 8 days, at $1,980 per annum	1,529.00
1 examiner, 1 month, at $1,980 per annum	165.00
24 examiners, 1 year, at $1,860 per annum	44,640.00
1 examiner, 7½ months, 2 days, at $1,860 per annum	1,172.83
1 examiner, ½ month, 4 days, at $1,860 per annum	98.17
2 junior clerks, 4 months, at $1,380 per annum, and clerks, 8 months at $1,620 per annum	3,080.00
1 junior clerk, 8 months, at $1,380 per annum, and clerk, 4 months, at $1,620 per annum	1,460.00
1 clerk, 1 year, at $1,500 per annum	1,500.00

Examination of accounts—Continued.

Employees—Continued.

1 clerk, 7½ months, 12 days, at $1,500 per annum	$987.50
1 clerk, 7½ months, 9 days, at $1,500 per annum	975.00
1 clerk, 7 months, 10 days, at $1,500 per annum	916.67
1 clerk, 7 months, at $1,500 per annum	875.00
1 clerk, 5½ months, 9 days, at $1,500 per annum	725.00
4 junior clerks, 7 months, at $1,380 per annum	3,220.00
1 junior clerk, 6 months, 11 days, at $1,380 per annum	732.17
1 junior clerk, 1 year, at $1,200 per annum	1,200.00
1 junior clerk, 11½ months, 8 days, at $1,200 per annum	1,176.67
1 under clerk, 1 year, at $1,080 per annum	1,080.00
3 under clerks, 1 year, at $1,020 per annum	3,060.00
1 under clerk, 11½ months, at $1,020 per annum	977.50
1 under clerk, 8½ months, at $1,020 per annum	722.50
1 under clerk, 8 months, 11 days, at $1,020 per annum	711.16
1 under clerk, 8 months, at $1,020 per annum	680.00
1 under clerk, 7 months, 2 days, at $1,020 per annum	600.67
1 under clerk, 3½ months, at $1,020 per annum	297.50
1 under clerk, 3 months, 12 days, at $1,020 per annum	289.00
1 under clerk, 2 months, 9 days, at $1,020 per annum	195.50
1 under clerk, 1½ months, 1 day, at $1,020 per annum	130.33
1 under clerk, ½ month, 10 days, at $1,020 per annum	70.33
1 messenger boy, 1 year, at $480 per annum	480.00
1 messenger boy, 10 months, 12 days, at $420 per annum	364.00
1 temporary comptometer operator, 1½ months, 8 days, at $75 per month	132.50
1 temporary comptometer operator, ½ month, 3¾ days, at $75 per month	46.87
1 temporary comptometer operator, 1 month, 8 days, at $60 per month	76.00

Examination of accounts—Continued.			
Employees—Continued.			
2 temporary comptometer operators, 1 month, 12 days, at $50 per month	$140.00		
1 temporary comptometer operator, 1 month, 9 days, at $50 per month	65.00		
		$190,605.71	
Traveling expenses		99,919.27	
Incidental expenses		4,411.10	
			$294,936.08
Safety appliance:			
Employees—			
1 attorney, 11 months, 26¾ days, at $2,640 per annum	2,616.17		
2 attorneys, 1 year, at $1,740 per annum	3,480.00		
1 attorney, 6 months, at $1,620 per annum, and 6 months, at $1,740 per annum	1,680.00		
1 attorney, 5 months, at $1,740 per annum	725.00		
1 clerk, 5½ months, 20 days, at $1,620 per annum, and 6 months, at $1,740 per annum	1,635.00		
21 inspectors, 1 year, at $1,620 per annum	34,020.00		
1 inspector, 11½ months, 12 days, at $1,620 per annum	1,606.50		
1 inspector, 11 months, 12 days, at $1,620 per annum	1,539.00		
2 inspectors, 8½ months, 9 days, at $1,620 per annum	2,376.00		
1 inspector, 2½ months, 1 day, at $1,620 per annum	342.00		
1 inspector, ½ month, 11 days, at $1,620 per annum	117.00		
1 junior clerk, 1 year, at $1,200 per annum	1,200.00		
1 under clerk, 6 months, at $1,080 per annum, and junior clerk, 6 months, at $1,200 per annum	1,140.00		
1 under clerk, 6 months, 12 days, at $1,020 per annum	544.00		
1 under clerk, 2½ months, 6 days, at $900 per annum	202.50		
1 temporary under clerk, 3½ months, at $900 per annum	262.50		
		53,485.67	
Traveling expenses		53,485.91	
Incidental expenses		1,202.62	
			108,174.20
Locomotive boiler inspection:			
Employees—			
1 chief inspector, 3 months, 6 days, at $4,000 per annum	1,066.67		

Locomotive boiler inspection—Continued.			
Employees—Continued.			
2 assistant chief inspectors, 3 months, 6 days, at $3,000 per annum	$1,600.00		
1 junior clerk, 1 month, at $1,320 per annum	110.00		
2 under clerks, 1 month, at $1,020 per annum	170.00		
1 messenger boy, 1 month, at $420 per annum	35.00		
		$2,981.67	
Traveling expenses		570.19	
Incidental expenses		2,140.28	
			$5,692.14
Block signal and train control			24,763.66
Total amount of expenditures from July 1, 1910, to June 30, 1911			1,296,670.74

APPENDIX B.

POINTS DECIDED BY THE COMMISSION IN REPORTED CASES DURING THE YEAR, WITH INDEX OF POINTS DECIDED AND TABLE OF CASES.

POINTS DECIDED IN REPORTED CASES DURING THE YEAR.

Hydraulic-Press Brick Company *v.* St. Louis & San Francisco Railroad Company et al. (19 I. C. C. Rep., 554.)

1733. Rate on enameled brick found unreasonable. Reparation awarded.

Crombie & Company et al. *v.* Southern Pacific Company et al. (19 I. C. C. Rep., 561.)

1734. A classification named same rating on "pepper" as on "chile pepper." Subsequently a commodity rate on "pepper" was established; *Held*, That commodity rates should be strictly applied and that such a rating on "pepper" does not take out of the classification any other article specifically named therein, however analagous, such as "chile pepper."

John T. Bowles and Jesse McCandless, partners, doing business as Bowles & McCandless, *v.* Louisville & Nashville Railroad Company. (19 I. C. C. Rep., 563.)

1735. Reparation awarded complainants for damages caused by defendant's publication and maintenance of an unlawful and excessive rate for the transportation of sheep in double-deck cars from Louisville, Ky., to Columbia, Tenn.

S. Running *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. (19 I. C. C. Rep., 565.)

1736. Complainant asks reparation in the amount represented by the difference between the published rate charged on his shipments of strawberries from Menomonie Junction, Wis., to St. Paul, Minn., and the rate which he understood to be in force; but in the absence of any proof that the rate exacted was or is unreasonable for the exclusive use of an iced refrigerator car between the points of shipment and destination, the complaint must be dismissed.

Henry A. Klyce Company *v.* Illinois Central Railroad Company et al. (19 I. C. C. Rep., 567.)

1737. When bankruptcy proceedings discontinued operation of a milling plant that was using a transit privilege, it developed that there were on hand large numbers of inbound expense bills and practically no corresponding tonnage of grain or grain products entitled to transit rates; *Held*, That such old expense bills were worthless for reshipping purposes in connection with tonnage that moved into the plant after complainant had resumed business at the same plant, first as a lessee, and later as a corporation; *Held also*, That complainant is entitled to use for transit purposes inbound expense bills representing grain moved into the plant subsequent to resumption of business under lease, and to reparation on certain shipments in connection with which confusion as to the proper manner of surrender of expense bills was contributed to by both defendant and complainant.

R. Prahlow *v.* Indiana Harbor Belt Railroad Company et al. (19 I. C. C. Rep., 572.)

1738. Inasmuch as the record does not disclose a through rate in excess of the combination of locals, nor a case of misrouting, complainant's contention that the rates exacted were unreasonable is not sustained.

1739. Although the commission adheres to the principle as to weighing announced in *Romona Oolitic Stone Co.* v. *Vandalia R. R. Co.*, 13 I. C. C. Rep., 115, it is not of opinion that substantial justice requires its application to the switching service here involved. Complaint dismissed.

DuMee, Son & Company *v.* Alabama, Tennessee & Northern Railroad Company et al. (19 I. C. C. Rep., 575.)

1740. Defendants' rates on compressed cotton linters in carloads, released to a valuation of 2 cents per pound, from Aliceville, Ala., to Philadelphia, Pa., found unreasonable, and reparation awarded.

J. H. Day Company *v.* Baltimore & Ohio Southwestern Railroad Company et al. (19 I. C. C. Rep., 577.)

1741. Reparation awarded on complainant's shipments of iron drying racks from Brighton, Ohio, to St. Louis, Mo., on account of improper classification.

George N. Pierce Company *v.* New York Central & Hudson River Railroad Company. (19 I. C. C. Rep., 579.)

1742. The charges collected by defendant for the transfer of five cars of less-than-carload freight, originating without the State of New York, from the Black Rock freight station in Buffalo, N. Y., to the private siding of complainant in said city, found unlawful and unduly discriminatory by reason of the fact that similar service was accorded by defendant without charge to other consignees whose traffic was handled under similar conditions. Reparation awarded.

1743. The practice of naming specific consignors and consignees as entitled to certain service is objectionable not only on account of form but because it may often effect, as in the present instance, an actual discrimination between persons similarly situated and equally entitled to the carrier's service.

Oregon Lumber Company *v.* Oregon Railroad & Navigation Company et al. (19 I. C. C. Rep., 582.)

1744. A carload of lumber shipped from Baker City, Oreg., to Mammoth, Utah, was loaded to the maximum in bulk permitted by the restrictions of the carrier; the weight of the load was less than the rated minimum of the car and charges were assessed on the basis of such minimum; *Held*, That the charges should have been on the actual weight, and reparation awarded.

Pabst Brewing Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (19 I. C. C. Rep., 584.)

1745. Following *Liebold Co.* v. *D., L. & W. R. R. Co.*, 17 I. C. C. Rep., 503, complainants' claims for reparation on various shipments of beer from Milwaukee, Wis., to points on the Pacific coast and in Colorado, Wyoming, western Nebraska, and New Mexico are denied. Complaints dismissed.

Cleary Brothers Company *v.* Chicago & North Western Railway Company et al. (19 I. C. C. Rep., 588.)

1746. Rates on beer and other beverages from Milwaukee, Wis., to Gladstone, and Escanaba, Mich., found unreasonable, and reparation awarded.

Fred Miller Brewing Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (19 I. C. C. Rep., 590.)

1747. A 20,000-pound minimum is excessive as applied to consignments of empty beer kegs in refrigerator cars, but is not excessive with respect to empty kegs and bottles, mixed, or to straight shipments of empty bottles. Reparation awarded on complainant's shipments of empty beer kegs.

Anaconda Copper Mining Company *v.* Chicago & Erie Railroad Company et al. (19 I. C. C. Rep., 592.)

1748. Complainants, who smelt copper at Anaconda and Black Eagle, Mont., shipped coke on the separately established or joint through rates from the West Virginia-Pennsylvania ovens to Chicago, plus the rates beyond to the smelters. At the time covered by these complaints the defendants maintained two rates upon coke from the ovens to Chicago, a rate of $2.65 per net ton on coke and a rate of $2.35 per net ton "on coke for use in blast furnaces for smelting iron from the ores." There were no joint through rates in effect from the ovens to Montana. No complaint was made of the rates from Chicago to Montana, but complainants asked reparation upon the ground that the maintenance of the two separate rates upon the same commodity at the same time from the ovens to Chicago was a discrimination that was undue and that the higher rate was unjust and unreasonable. Reparation was demanded in the amount of the difference between the two rates. Complainants also asked that the Commission find "that the charging to complainants the excessive and illegal or unreasonable rates on coke for *five years* next preceding the filing of this petition be declared unjust, unreasonable, and illegal;" *Held:*

1749. That following the spirit, as well as the letter, of the limitation clause contained in section 16 of the act, the Commission believes it is without jurisdiction over shipments or the rates and charges assessed thereon for a period exceeding that named in the statute.

1750. That the rate of $2.65 per net ton applying on coke was and is a low rate for the services performed and that the maintenance of a lower rate "on coke for use in blast furnaces for smelting iron from the ores" while improper did not subject the complainants to undue discrimination and is not the basis for awards of damage in these cases.

1751. That smelters of copper and of iron do not compete in any proper or ordinary sense of the term and complainants have suffered no damage.

Breese-Trenton Mining Company et al. *v.* Wabash Railroad Company et al. (19 I. C. C. Rep., 598.)

1752. A carrier may for competitive reasons establish a rate lower than it could justly be compelled by the Commission to establish, and when it has done so the maintenance of such rate under former and different conditions (not altered by any illegal act of its own) than those existing when the rate is later advanced has not the same weight and force as proof in the nature of an admission of the reasonableness of the former rate as ordinarily attaches to the long continuance of a rate voluntarily established and maintained under other conditions.

1753. Defendants' rate on bituminous coal from East St. Louis, Ill., to Omaha and South Omaha, Nebr., not found to be unreasonable. Complaint dismissed.

Empire Wall Paper Company *v.* Boston & Maine Railroad et al. (20 I. C. C. Rep., 1.)

1754. Under the circumstances disclosed by the record in this case the Commission is unable to find that the initial carrier was under the duty of routing the shipment other than as indicated in the shipper's instructions. Complaint dismissed.

City of Ashland *v.* New York Central & Hudson River Railroad Company et al. (20 I. C. C. Rep., 3.)

1755. Maintenance of rail-lake-and-rail rates from eastern points to Ashland, Wis., which are higher per 100 pounds than rail-and-lake rates from same points of origin to Duluth, Minn., is not prohibited by act to regulate commerce.

National Association of Letter Carriers *v.* Atchison, Topeka & Santa Fe Railway Company et al. (20 I. C. C. Rep., 6.)

1756. Defendants tendered in their tariffs special reduced round-trip fares on the certificate plan in connection with convention of complainant, such reduced fares being conditioned upon the presentation of 1,000 or more certificates; less than 1,000 certificates were available for visé, and therefore reduced fare for return trip was denied; *Held*, That the tariff provisions are binding and must control. Complaint dismissed.

Wheeler Lumber, Bridge & Supply Company *v.* Astoria & Columbia River Railroad Company et al. (20 I. C. C. Rep., 10.)

1757. Where a carload of lumber was weighed twice and showed a variation, the weight obtained in weighing car both trucks at a time preferred to one obtained by weighing them separately. Return of overcharge required.

Albert Steinfeld & Company *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 12.)

1758. Joint rate of $1.22 on laundry soap from St. Louis, Mo., to Nogales, Ariz., in force on the date shipment moved, found, in view of the circumstances of this case, to be unreasonable at that time. Reparation awarded.

McCaull-Dinsmore Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (20 I. C. C. Rep., 15.)

1759. Rate of 75 cents for transportation of mixed carload of cracked corn and whole corn from Elk Point, S. Dak., to Anaconda, Mont., found unreasonable and rate of 55 cents established for future. Reparation awarded.

Texico Transfer Company *v.* Louisville & Nashville Railroad Company et al. (20 I. C. C. Rep., 17.)

1760. The originating carrier filed a tariff naming a through joint rate. Connecting lines named therein had not concurred, and a higher combination rate was therefore applicable. The combination rate found to be unjust and unreasonable and reparation awarded against originating carrier.

Davenport Commercial Club *v.* Yazoo & Mississippi Valley Railroad Company et al. (20 I. C. C. Rep., 19.)

1761. Rate of 23 cents per 100 pounds on cypress lumber from Minot and Rome, Miss., to Davenport, Iowa, found unreasonable and unduly discriminatory in so far as it exceeds rate of 21 cents contemporaneously in effect from same points of origin to Rock Island and Moline, Ill.

George S. Loftus *v.* Pullman Company et al. (20 I. C. C. Rep., 21.)

1762. Upon these cases being called for rehearing; *Held*, That the orders heretofore entered in these cases should be modified so that the maximum rate for a lower berth from St. Paul to Seattle shall not exceed $11 and for an upper berth $8.80, from St. Paul to Chicago the upper-berth rate not to exceed $1.60, from St. Paul to Superior the upper-berth rate not to exceed $1.25, and from St. Paul to Fargo or to Grand Forks, the upper-berth rate not to exceed $1.60.

State of Oklahoma; State of Iowa, intervener, *v.* Pullman Company et al. (20 I. C. C. Rep., 25.)

1763. An order entered directing the Pullman Company to fix rates upon upper berths not exceeding 80 per cent of the rates applicable under the Pullman Company's tariffs upon lower berths, whenever such lower-berth rate is $1.75 or over, and in cases where the lower-berth rate is $1.50, the upper-berth rate shall be fixed at a rate not to exceed $1.25.

1764. The reductions in lower berths which are herein proposed by the Pullman Company, not being involved in the complaints filed by the various States, will not now be the subject of an order by the Commission.

Memphis Freight Bureau *v.* St. Louis Southwestern Railway Company. (20 I. C. C. Rep., 33.)

1765. Rates on cottonseed from points on defendant's lines in Missouri, Arkansas, and Louisiana to Memphis found to be unreasonable, and also unduly discriminatory in their relation to rates from the same points to East St. Louis. Reasonable rates established.

East St. Louis Cotton Oil Company *v.* St. Louis & San Francisco Railroad Company et al. (20 I. C. C. Rep., 37.)

1766. Complaint questions reasonableness of rates on cottonseed in carloads from points mainly in Oklahoma, Arkansas, Mississippi, Tennessee, and Missouri to East St. Louis, Ill., and also alleges unjust discrimination in the relationship of such rates as compared with rates on cottonseed products from said points of origin at which cottonseed-oil mills are located to East St. Louis and to points beyond, principally in Illinois, Indiana, Ohio, Michigan, and Wisconsin; *Held*, That the rates applicable to each kind of traffic necessarily must be made with reference to the facts, circumstances, and conditions governing the production, transportation, and marketing of the respective products, and that from the record in this case the Commission is unable to find that the charges on cottonseed products afford a strict measure for the reasonableness of the rate on cottonseed; *Held, further*, That in the light of the facts, circumstances, and conditions affecting the particular traffic, the Commission does not find the rates here involved to be unreasonable, unjust, or unduly discriminatory.

1767. The general rule is that manufactured products bear higher rates of transportation than does raw material, and it is founded in reason, because ordinarily there is a substantial difference between the value of the one and that of the other, and frequently there is a greater degree of risk incident to the transportation and care of the manufactured product than of the raw material.

1768. This general rule is not universal, and is departed from in some instances because the reasons for the distinction are lacking, and in other cases because of countervailing commercial and market conditions and considerations.

1769. Respecting contention of complainant concerning its disadvantage because of distance, and that of interveners as to allowing mills in the cotton territory to crush the seed; *Held*, That it is not the duty of this Commission to equalize the profit-and-loss results of competing operations in different localities by overcoming natural and commercial conditions with rate adjustments.

Anadarko Cotton Oil Company et al. *v.* Atchison, Topeka & Santa Fe Railway Company et al. (20 I. C. C. Rep., 43.)

1770. Rate on cottonseed oil from certain Oklahoma points to Galveston, Tex., of 31¼ cents found unreasonable to the extent that it exceeds 27½ cents.

1771. Rate on cottonseed oil from Ardmore, Durant, Madill, and Tishomingo, Okla., to Galveston, Tex., found unreasonable to the extent that it exceeds 22½ cents.

1772. Respecting the refining-in-transit privilege at Dallas, Greenville, Sherman, and Fort Worth, Tex., on oil for export through Galveston; *Held*, That the Commission does not endeavor to establish or extend transit privileges in the absence of discrimination, proof of which in this case is wanting; but in a recent tariff the privilege here asked for apparently has been granted.

1773. Present rates on cottonseed oil from Tishomingo, Ardmore, Durant, Madill, and Roff, Okla., to certain points in Texas found unreasonable to the extent that they exceed the rates declared reasonable in the report.

1774. Blanket rate on cottonseed oil from all the remaining Oklahoma points involved to certain Texas points found unreasonable to the extent that it exceeds the rate named in the report.

1775. Carriers allowed the option either to reduce the group rates on cottonseed oil substantially in accordance with the suggestions made in the report, retaining the grouping, or to comply with the suggestions of changing the grouping to some extent.

1776. Defendants allowed 90 days within which to present a scheme of rate adjustment in substantial conformity with this report.

1777. A rate reasonable in view of the circumstances and conditions when it is established may, in course of time, become unreasonable by virtue of changed circumstances and conditions. It is manifestly impracticable for the carriers or the Commission in such a case to determine at what exact time in the gradual process of changes the rate becomes unreasonable.

1778. Neither does it seem that the bona fide action of the carriers in the necessary exercise of their judgment within reasonable limits should always be at their peril of liability for reparation for the difference between rates initiated upon their judgment and later changed upon the judgment of the Commission. Therefore, the awarding of reparation by no means necessarily follows the reduction of a rate, whether by the voluntary action of the carriers or by order of the Commission.

1779. Whatever may be the nature of the facts, circumstances, and conditions appearing in a particular case where reparation is involved, whether on account of excessive rates or by reason of unjust discrimination, there must be that degree of certainty and satisfactory conviction in the mind and judgment of the Commission as would be deemed necessary under the well-established principles of law as a basis for a judgment in court. Applying these principles to this case the report herein should not be regarded as a basis for reparation.

Bulah Coal Company *v.* Pennsylvania Railroad Company. (20 I. C. C. Rep., 52.)

1780. Upon complaint that the defendant's system of rating mines and distributing its coal-car equipment is discriminatory, it is so found, and *Hillsdale Coal & Coke Co.* v. *P. R. R. Co.*, 19 I. C. C. Rep., 356, and the other cases in that group of cases, are cited and reaffirmed. The question of damages is reserved for further argument.

Imperial Wheel Company *v.* St. Louis, Iron Mountain & Southern Railway Company et al. (20 I. C. C. Rep., 56.)

1781. Upon complaint that the defendant refuses to make a connection with the petitioner's spur track leading to its plant and to operate the track except upon condition that the petitioner shall first release it from liability for loss and damage by fire on the premises caused by sparks and coals from the defendant's locomotives while on the spur track; *Held*, That if the defendant goes beyond its common-law duty as a carrier and undertakes to operate a spur track, doing this for the convenience of the shipper, and in this case without additional charge, such a requirement on its part is not unreasonable. It has no control over the complainant's premises and can not police them or take other steps to avoid the danger of fire. Under such circumstances it may protect itself against the hazard of fire and consequent loss and damage to the petitioner's property by attaching reasonable conditions to its undertaking to operate the spur track.

William K. Noble *v.* Detroit & Toledo Shore Line Railroad Company et al. (20 I. C. C. Rep., 60.)

1782. Complainant asks reparation on one carload of coiled elm hoops from Newport, Mich., to New York City, based on incorrect weight. Defendants' weighmaster's certificate shows a weight of 66,000 pounds, but complainant contends that the weight did not exceed 56,000 pounds, based upon estimated weight of 475 pounds per 1,000 hoops; *Held*, That the secondary evidence introduced by complainant was not sufficient to establish that this shipment was not properly and accurately scaled.

William K. Noble *v.* St. Louis Southwestern Railway Company et al. (20 I. C. C. Rep., 62.)

1783. Reparation awarded for an unreasonable rate and weight charged for the transportation of one carload of coiled elm hoops from Bell City, Mo., to Jacksonville, Fla.

National Refrigerator & Butcher Supply Company *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 64.)

1784. Reparation denied on less-than-carload shipment of sausage casings from Milwaukee, Wis., to Memphis, Tenn.; but awarded on less-than-carload shipments of warehouse scales from Northville, Mich., to Memphis, Tenn., and on less-than-carload shipment of hardware from Cleveland, Ohio, to Memphis, Tenn.

1785. Carriers ought promptly to refund plain overcharges, without putting shippers to the necessity of appealing to governmental authority for an award. The practice of some carriers of withholding as long as possible moneys to which they are not entitled condemned.

Independent Supply Company *v.* Cumberland & Pennsylvania Railroad Company et al. (20 I. C. C. Rep., 66.)

1786. Complainant seeks reparation on four carloads of blacksmith coal shipped from West Virginia points to Los Angeles, Cal., on the ground that the shipments were misrouted; *Held*, That as the shipments were routed in accordance with specific instructions, the fact that one of the defendants advised the routing can not be the basis on which to order reparation. *Poor Grain Co.* v. *C., B. & Q. R. R. Co.*, 12 I. C. C. Rep., 418, 469, cited and followed.

O'Brien Commercial Company *v.* Chicago & North Western Railway Company et al. (20 I. C. C. Rep., 68.)

1787. Complainant asks reparation on a shipment of furniture and framed wall looking-glasses, shipped in one car, from Rockford, Ill., to San Francisco, Cal. Charges were collected on the furniture on the minimum weight and on the looking-glasses at the actual weight, whereas complainant alleges that the charges should have been made on the actual weight of the entire shipment; *Held*, That as the looking-glasses were not to be used in connection with the furniture, the provisions in the tariffs were properly applied, and that the complaint should be dismissed.

1788. No opinion is expressed as to whether the assignee of a claim for reparation can maintain proceedings in his own name before the Commission.

William K. Noble *v.* Grand Trunk Western Railway Company et al. (20 I. C. C. Rep., 70.)

1789. Complainant asks reparation on shipment of coiled elm hoops from Mount Clemens, Mich., via Norfolk, Va., to Ripplemead, Va., on a combination rate of 26 cents per 100 pounds. Subsequently a specific rate from Mount Clemens to Norfolk was published. Reparation is demanded on the basis of the resulting Ripplemead rate of 21½ cents; *Held*, That as the later tariffs could not be used until the Commission's tariff rules had been complied with, there is no basis for an order of reparation. Such order should be made upon affirmative evidence that the rate complained of is unreasonable or unjustly discriminatory, which does not appear in this case.

William K. Noble *v.* Baltimore & Ohio Railroad Company et al. (20 I. C. C. Rep., 72.)

1790. Tariff of defendants should have provided that when a car of the capacity ordered by the shipper could not be promptly furnished and a car of a different capacity was furnished, such car might be used upon the basis of the minimum fixed for the car which was ordered. Such a rule should be established by defendants for the future. Reparation awarded because of failure of defendants to establish and apply the above rule.

Frank W. Burton *v.* Unadilla Valley Railway Company et al. (20 I. C. C. Rep., 75.)

1791. Defendants ordered to establish a through route and joint rate of 16 cents per 100 pounds on lumber from West Edmeston, N. Y., to New Britain, Conn., unless a separately established rate between New Berlin, N. Y., and New Britain of 13 cents per 100 pounds is put in.

1792. The per-ton-mile earnings of a small carrier, having only short hauls and light business, may properly exceed the per-ton-mile earnings of stronger lines participating in heavy traffic which moves for considerable distances.

Barr Chemical Works *v.* Philadelphia & Reading Railway Company et al. (20 I. C. C. Rep., 77.)

1793. The fifth-class import rate of 27 cents per 100 pounds applied to the shipment of glue stock from Boston to Chicago found unreasonable to the extent that it exceeded the sixth-class domestic rate of 24 cents per 100 pounds. The rate for the transportation of said article between such points should not exceed for the future the rate simultaneously in effect on "fleshings, tanner's, or slaughterhouse offal, and wet-hide trimmings, carload," between the same points. Reparation awarded.

1794. On account of nonjoinder of certain carriers, complaint as to shipment of glue stock from Philadelphia to Gowanda is dismissed without prejudice.

Barrett Manufacturing Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (20 I. C. C. Rep., 79.)

1795. Rate of 70 cents per 100 pounds, minimum weight 30,000 pounds, on mixed carload shipments of building and roofing papers, saturated felt, and building and roofing felt other than wool felt, found unreasonable to the extent it exceeded 63 cents per 100 pounds, minimum weight 40,000 pounds. Reparation awarded.

American Cigar Company *v.* Philadelphia & Reading Railway Company et al. (20 I. C. C. Rep., 81.)

1796. Upon the facts disclosed by investigation in this proceeding; *Held*, That existence of commodity rate of 21 cents on tobacco in carloads, Lancaster, Pa., to Richmond, Va., did not result in undue discrimination against Ephrata, Pa., from which point class rate of 24 cents was in force. Overcharge found, and to be refunded without order.

E. I. du Pont de Nemours Powder Company *v.* Depue & Northern Railroad Company et al. (20 I. C. C. Rep., 83.)

1797. Reparation is sought on the basis of certain commodity rates which, subsequent to the shipments herein involved, were made effective by defendant for one month only. Such reduced rates were effective via competing lines at time of shipments, but for limited time only. No proof presented as to reasonableness of rate. Reparation denied and complaint dismissed.

Fullerton Powell Hardwood Lumber Company *v.* Virginia & Southwestern Railway Company et al. (20 I. C. C. Rep., 86.)

1798. Rate charged on a carload shipment of crossties from Harvey, Va., to Muskegon, Mich., found to be unjust and unreasonable in so far as it exceeded the rate contemporaneously in effect between said points on lumber.

Nebraska Material Company *v.* Chicago, Burlington & Quincy Railroad Company et al. (20 I. C. C. Rep., 89.)

1799. Rate of 12 cents on common brick from Mound Valley, Kans., to Tecumseh, Nebr., not found to have been unreasonable or unjustly discriminatory as compared with the rate of 8 cents to Lincoln, Nebr., a point 48 miles more distant and on the same line.

Iola Portland Cement Company *v.* Missouri, Kansas & Texas Railway Company et al. (20 I. C. C. Rep., 91.)

1800. Although complainant knew of an existing through route and joint rate over the Atchison, Topeka & Santa Fe and Fort Worth & Rio Grande, it nevertheless routed the shipments herein involved over the Missouri, Kansas & Texas Railway and the Fort Worth & Rio Grande, the applicable published rates being a higher combination of intermediate rates; *Held*, That complainant is not entitled to reparation and that prayer for establishment of through route and joint rate over the Missouri, Kansas & Texas and Fort Worth & Rio Grande, upon supposition that such action is a necessary corollary to an award of reparation, should be denied.

C. H. Algert Company *v.* Denver & Rio Grande Railroad Company et al. (20 I. C. C. Rep., 93.)

1801. Rule of the western classification providing that less-than-carload shipments consisting of separate packages shall be rated one class higher when each package, bundle, or piece is not plainly and indelibly marked with the name of consignee and the name of the station, town, or city and the state to which destined, condemned as an unreasonable regulation or practice affecting the rate. Reparation awarded.

Edison Portland Cement Company *v.* Delaware, Lackawanna & Western Railroad Company et al. (20 I. C. C. Rep., 95.)

1802. Upon all the facts disclosed by the record, the Commission is unable to declare defendants guilty of negligence in not having established through routes and joint rates for the transportation of complainant's shipments of Portland cement from New Village, N. J., to Williamstown and Enosburg Falls, Vt.

Beekman Lumber Company *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 98.)

1803. Proportional rate of 11 cents on lumber, Winfield, Ala., to Thebes, Ill., restricted in its application to shipments destined beyond Thebes, held inapplicable when the only destination indicated on the bill of lading was Thebes proper. Combination rate of 23½ cents assessed for the movement of a car of lumber as from point of origin to Thebes proper found unreasonable and lower rate prescribed for future. Reparation awarded.

R. E. Cobb et al. *v.* Northern Pacific Railway Company et al. (20 I. C. C. Rep., 100.)

1804. Complainants, engaged in the operation of creameries at Minneapolis and St. Paul and using the centralizer method, bring this complaint to compel defendants to establish the same tariff on cream in cans as was fixed by the Commission in the *Beatrice case*, 15 I. C. C. Rep., 109; *Held*, That nothing in the conditions of operation, nor in the financial showing of these defendants, nor in the commercial conditions surrounding this traffic, renders unjust the application over the lines of these defendants of the same rates between interstate points within a distance of 510 miles from St. Paul as were prescribed in the *Beatrice case*, and it is highly desirable that there should be uniformity in all this territory when that can be attained without any sacrifice of justice.

1805. Present rates for the transportation of cream in cans between interstate points within a distance of 510 miles from St. Paul, Minn., found unreasonable, and defendants ordered to establish rates prescribed in the report as maxima for the future.

1806. There ought always to be harmony between state and interstate transportation by rail; but under the circumstances of this case this Commission feels that it can not deny the prayer of complainants. These centralizers are engaged in the manufacture of butter at St. Paul, in the course of which they draw their supplies from points without the state of Minnesota and they also sell their product at points without that state. The very purpose of this Commission is to see that persons requiring interstate transportation shall be accorded just and reasonable charges for that service; and it has no right to respect the policy of the state of Minnesota nor of the state of North Dakota if they interfere with the application of a just and reasonable transportation charge for this interstate service.

A. C. Parfrey *v.* Chicago, Wilwaukee & St. Paul Railway Company et al. (20 I. C. C. Rep., 104.)

1807. Rate of 34½ cents per 100 pounds for transportation of cheese boxes in carloads, Richland Center, Wis., to Dodgeville, Wis., found unreasonable. Reparation awarded.

Arlington Heights Fruit Exchange et al. *v.* Southern Pacific Company et al. (20 I. C. C. Rep., 106.)

1808. In determining what is a reasonable charge for furnishing refrigeration for the movement of citrus fruits from California to eastern markets; nothing should be added by reason of the fact that a refrigerator car is used, since that has been taken into account in establishing the rate of transportation, nor for the service of inspection, which is substantially the same for all shipments; but the expense of transporting the additional weight of the ice and for repairs to the ice bunkers should be considered.

1809. Defendant's present charges for the refrigeration of oranges in transit from California points to the east found not unreasonable.

1810. Refrigeration and precooling are entirely different, and precooling as practiced by the shippers differs from that furnished by the carriers. The two methods are discussed, and the conclusion reached that while it can not be affirmed with entire confidence that precooling can take the place of standard refrigeration, under all circumstances, it is evident that the great bulk of the orange crop may be moved by precooling as applied by the shippers.

1811. Upon the facts disclosed by the record, it must be found that precooling at the packing house is a practical method which the complainants are anxious to use and for the efficiency of which they are willing to stand responsible, while the method advocated by the carriers is of doubtful practicability and one which the complainants do not dare to use and which the defendants are unwilling to guarantee.

1812. In view of the circumstances under which these oranges are transported, it is the duty of the carrier to furnish refrigeration upon reasonable demand, and in so far as the furnishing of that refrigeration is a part of the service rendered by the carrier, the carrier may insist upon its right to furnish that service exclusively; but it appears that the service of precooling, as these shippers desire to use it, can only be performed by the shippers themselves, and the Commission thinks that upon the present record it is the right of these complainants to precool and preice their shipments. If, however, the carrier has been put to additional expense in the furnishing of the car or in the handling of the shipment, it should be allowed proper compensation upon that account.

1813. Carriers are not in case of these precooled shipments entitled to additional compensation by reason of the fact that a refrigerator car is furnished, but they are entitled for repairs to ice bunkers to an additional charge per car per trip one way.

1814. Defendants' present precooling charges for oranges in transit from California points to the east found unreasonable and reasonable charges established for the future.

Baltimore Butchers' Abattoir & Live Stock Company *v.* Philadelphia, Baltimore & Washington Railroad Company et al. (20 I. C. C. Rep., 124.)

1815. The refusal of defendants to deliver to the sidetrack of complainant, at Gwynn's Run, Baltimore, the live-stock shipments consigned thereto found unreasonable and in violation of law. Order issued that such delivery be hereafter made.

1816. Carriers should not make contracts which abrogate the act to regulate commerce; they should not refuse, because of their own contract, to furnish a delivery that is reasonable upon tracks which they use as a terminal for the shippers; and they should not discriminate between commodities in the delivery which they give, where no reason exists for such discrimination excepting the presence of a contract made with a private corporation, as in this case.

Miller & Lux *v.* Southern Pacific Company et al. (20 I. C. C., Rep. 129.)

1817. Rate collected on shipment of live stock found unreasonable because released valuation was not written in live-stock contract. Reparation awarded.

National League of Commission Merchants of the United States *v.* Atlantic Coast Line Railroad Company et al. (20 I. C. C. Rep., 132.)

1818. Rates on vegetables from Charleston, S. C., district to Buffalo, N. Y., and Pittsburgh, Pa., found to be unreasonable to the extent that they exceed the combinations on Baltimore, Md. Reparation awarded.

E. P. Stacy & Sons *v.* Oregon Short Line Railroad Company et al. (20 I. C. C. Rep., 136.)

1819. Rates on apples and other deciduous fruits from Utah points to points in North Dakota, made in full combination on Silver Bow, Mont., and in excess of rates from same points of origin to same destinations via Omaha, found to be unreasonable. Lower rates via Silver Bow prescribed.

B. E. Blake & Son Hardware & Manufacturing Company *v.* Baltimore & Ohio Railroad Company et al. (20 I. C. C. Rep., 139.)

1820. Under the circumstances disclosed by the record the rate charged complainant on its shipments of wrought-iron pipe from Youngstown, Ohio, to Liberal, Kans., is not found unreasonable in and of itself, or in violation of section 3 of the act.

Wheeler & Motter Mercantile Company *v.* Chicago, Burlington & Quincy Railroad Company. (20 I. C. C. Rep., 141.)

1821. Proportional third-class rate applicable only on shipments from Atlantic seaboard territory, established under order of the Commission in the *Burnham, Hanna, Munger case*, 14 I. C. C. Rep., 299, did not, and does not apply to the movement of cotton piece goods, for which carriers maintained a commodity rate.

Georgia-Carolina Brick Company *v.* Southern Railway Company et al. (20 I. C. C. Rep., 148.)

1822. The reduction by carriers of a rate via a long route to equal the rate via the short line is not of itself conclusive evidence of the unreasonableness of the higher rate, and claims for reparation based upon the ground that the rate was reduced to meet such short-line rate must be denied. *Menefee Lumber Company* v. *T. & P. Ry. Co.*, 15 I. C. C. Rep., 49, and *Commercial Coal Co.* v. *B. & O. R. R. Co.*, 15 I. C. C. Rep., 11, reaffirmed.

West Oregon Lumber Company *v.* Astoria & Columbia River Railroad Company et al. (20 I. C. C. Rep., 151.)

1823. A carrier does not misroute a shipment when the routing instructions given by the shippers are observed, and it is not liable to the shipper for charges applicable over such a route in excess of the charges over another available route.

Riverside Mills *v.* Charleston & Western Carolina Railway Company et al. (20 I. C. C. Rep., 153.)

1824. On account of damage to complainant's mill and stock, occasioned by flood, complainant was unable to receive and unload promptly certain inbound shipments, although carriers were in a position to make deliveries; *Held*, That the assessment of demurrage charges was not unreasonable or unjust.

C. B. Havens & Company *v.* Chicago & North Western Railway Company. (20 I. C. C. Rep., 156.)

1825. On a shipment of anthracite coal from Chicago, Ill., to Sturgis, S. Dak., for Government use, held that complainant is not entitled to benefit of a land-grant rate not published when the traffic moved, although subsequently made applicable to similar traffic for a time by lawful publication.

W. K. Henderson Iron Works & Supply Company *v.* Texas & Pacific Railway Company. (20 I. C. C. Rep., 159.)

1826. Rate of 23 cents per 100 pounds on sash weights from Shreveport, La., to Marshall, Tex., found unreasonable, and a rate of 6½ cents per 100 pounds established for the future.

W. I. & J. R. Thompson *v.* Louisville & Nashville Railroad Company et al. (20 I. C. C. Rep., 161.)

1827. Charges assessed on carload of plows transported from Evansville, Ind., to Huntsville, Ala., found to have been in accordance with lawfully published tariff and not to have been unreasonable or excessive.

Browne Grain Company *v.* Gulf, Colorado & Santa Fe Railway Company et al. (20 I. C. C. Rep., 163.)

1828. Rate of 52½ cents per 100 pounds for transportation of snapped corn in carloads, Erath, La., to Miles, Tex., found unreasonable, and rate of 31 cents prescribed for the future. Reparation awarded.

Carstens Packing Company *v.* Southern Pacific Company et al. (20 I. C. C. Rep., 165.)

1829. Charges assessed for transportation of eight carloads of live stock from Klamath Falls, Oreg., to Portland, Oreg., via Weed, Cal., not found to be unreasonable. Complaint dismissed.

William D. Scott *v.* Texas & New Orleans Railroad Company et al. (20 I. C. C. Rep., 167.)

1830. Rate of $3.30 per net ton on coal, Carbon Hill, Ala., to Herbert switch, Tex., not found to be unreasonable.

Consolidated Water Power & Paper Company *v.* San Pedro, Los Angeles & Salt Lake Railroad Company et al. (20 I. C. C. Rep., 169.)

1831. A tariff provided that when more of an article is shipped on one day by one consignor to one consignee than can be loaded in one car, if the first car is loaded to its full visible capacity the balance may be carried in a second car at the carload rate on the actual weight. It appears that though the shipment herein could have been so loaded as to bring it within the privilege of this rule, or could have been so loaded that the weight in each car would have exceeded the minimum weight applicable thereto, it was not done; *Held*, That complainant is not entitled to reparation for the difference between the minimum weight on the part carload and the actual weight thereof.

George D. Henry *v.* Eastern Railway Company of New Mexico et al. (20 I. C. C. Rep., 171.)

1832. Rate imposed on shipment of sheep in double-deck cars from Vaughn, N. Mex., to Kansas City, Mo., fed in transit at Pampa, Tex., found to be unreasonable and reparation awarded.

Nucoa Butter Company *v.* Erie Railroad Company et al. (20 I. C. C. Rep., 174.)

1833. Complainant refines coconut oil, and ships, under trade names, a pure coconut oleine, which is chiefly used as a substitute for lard, and a pure coconut stearin, which is used as a substitute for cocoa butter. Defendants, under the official classification, rate complainant's oleine with coconut oil and rate its stearin with cocoa butter; *Held*, That coconut oleine competing mainly with lard and lard compounds should be rated not higher than lard and lard substitutes, and that this record furnishes no ground upon which to modify the present rating of coconut stearin.

Pacific Coast Biscuit Company *v.* Oregon Railroad & Navigation Company et al. (20 I. C. C. Rep., 178.)

1834. A transcontinental tariff provided one rate on wax or gummed paper and a lower rate on wrapping paper. The paper shipped by complainant was slightly waxed with paraffin, and although sometimes used as an outside wrapper, it was what is known to the trade as wax paper; *Held*, That, having established a specific rate on wax paper, defendants were compelled to apply that rate to all grades and qualities of wax paper, regardless of the use to which it might be put.

Board of Railroad Commissioners of Iowa *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 181.)

1835. The net revenues of a carrier have often an undoubted and important bearing upon the question of the reasonableness of its rates, but the fact that they are greater than the returns on ordinary business enterprises is not sufficient in itself to justify a finding that the rates are excessive; the value of the service and other factors that enter into the construction of rates must also be taken into consideration.

1836. A total charge approximating 30 cents per passenger, consisting of a toll of 25 cents and mileage, for passage across the Dubuque bridge found not to be unreasonable when viewed from the standpoint of all the carriers participating in the traffic.

Truck Growers Association of Charleston District, Charleston, S. C., *v.* Atlantic Coast Line Railroad Company et al. (20 I. C. C. Rep., 190.)

1837. Rates on potatoes, cabbages, and vegetables, n. o. s., from Charleston, S. C., to New York, Boston, Philadelphia, Baltimore, and other northern markets found not to be unreasonable in themselves or when compared with the water-compelled rates on the same commodities from Norfolk and producing points in that district.

1838. Rates from the same points of origin to the same destinations found not to be out of line with the current rates on the same commodities from Florida points; the control of these markets enjoyed by Florida growers shown to be due not to rates but to climatic and other conditions.

W. F. Maxwell *v.* Wichita Falls & Northwestern Railway Company et al. (20 I. C. C. Rep., 197.)

1839. Rates of 6½ cents per 100 pounds on house blocking, Burkburnett, Tex., to Devol, Okla., and 11 cents per 100 pounds on fence posts, Devol, Okla., to Olney, Tex., found unreasonable in so far as they exceeded, respectively, 3½ cents and 7 cents. Reparation awarded.

Federal Sugar Refining Company *v.* Baltimore & Ohio Railroad Company et al. (20 I. C. C. Rep., 200.)

1840. A carrier is not warranted under section 15 of the act in making an allowance to one shipper who provides a facility and performs a service in the transportation of his own property, while refusing a similar allowance to another shipper, competing in the same markets and in the same line of business, who provides a similar facility and performs the same service in the transportation of his property.

1841. The allowances paid by the defendants on the sugar brought by Arbuckle Brothers on floats and lighters to their regular freight stations on the Jersey shore, no allowances being paid to complainant on sugar brought by it on lighters to the same stations, result in inequalities, preferences, and discriminations and are unduly prejudicial to the complainant as a shipper over the defendant's lines in competition with Arbuckle Brothers in the same markets.

1842. The fact that Arbuckle Brothers operate their dock in Brooklyn as a terminal for the defendants does not justify an allowance to them for lightering their sugar to the regular stations of the defendants on the Jersey shore so long as an allowance to the complainant for lightering its sugar to the same stations from Pier 24 is refused.

1843. A receiving station operated for carriers by a competitor in the same line of business is not a reasonable facility of transportation to offer a shipper.

Audley Hill & Company et al. *v.* Southern Railway Company. (20 I. C. C. Rep., 225.)

1844. The presumption of reasonableness arising from the long existence of a rate does not necessarily attach when the rate was established by the carrier, in the exercise of its discretion, to meet competitive conditions.

1845. Rate of 20 cents per 100 pounds on bananas from Charleston, S. C., to Augusta, Ga., not found to have been unreasonable. Complaint dismissed.

Crescent Lumber Company *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 228.)

1846. Two routes, over which the same rate applied, were available from points of origin to destination. Over one of said routes reconsignment in transit was permitted by proper tariff publication, but such reconsignment was not permitted over the other route; *Held*, That, in the absence of routing instructions by the shipper, or notice that its shipments were to be reconsigned in transit, the initial carrier is not liable in damages for failure to forward the traffic over the route via which the reconsignment privilege was available.

Crescent Lumber Company *v.* Mobile & Ohio Railroad Company et al. (20 I. C. C. Rep., 230.)

1847. A transit privilege that was effective for 18 months and withdrawn through misunderstanding between carriers, and after a period of 2½ months restored and continued in effect, can not be regarded in the same light as a newly established transit privilege and does not come within the inhibition regarding the retroactive application of such privileges. Reparation awarded because of unreasonable charges on a shipment moving during period within which transit privilege was not allowed.

Walter F. Boyle *v.* Great Falls & Old Dominion Railroad Company. (20 I. C. C. Rep., 232.)

1848. Defendant's system of commutation fares does not unduly discriminate against complainant or the community in which he resides.

Muse Brothers Company *v.* Chicago, Rock Island & Pacific Railway Company. (20 I. C. C. Rep., 235.)

1849. The provision in a tariff on low-priced cotton-factory products specifically named, requiring the articles to be plainly marked on the outside of packages and stated in shipping receipt or bill of lading, not found to be unreasonable. Complaint dismissed.

W. L. Gumm *v.* El Paso & Rock Island Railway Company et al. (20 I. C. C. Rep., 237.)

1850. A rate of 94 cents per 100 pounds charged for the transportation of empty beer bottles in carloads from Capitan, N. Mex., to El Paso, Tex., found to be unreasonable in so far as it exceeds 15 cents per 100 pounds in carloads, minimum weight 20,000 pounds, which is established as the maximum rate for the future from Capitan and points intermediate to El Paso.

Danville Brick Company *v.* Chicago & North Western Railway Company et al. (20 I. C. C. Rep., 239.)

1851. Rate of 9 cents per 100 pounds on paving brick, Danville, Ill., to Cedar Rapids, Iowa, not found unreasonable. Complaint dismissed.

In re Investigation of Advances in Rates by Carriers in Official Classification Territory. (20 I. C. C. Rep., 243.)

1852. Carriers in Official Classification territory filed tariffs with this Commission naming increases upon all class rates and upon one-half of the commodity rates within that territory. The Commission, under provisions of the Mann-Elkins law, instituted proceedings of inquiry into the reasonableness of such increased rates, and, pending such investigation, the carriers voluntarily postponed the effective dates of the tariffs filed. After full hearing and investigation of the matter and upon all the facts and circumstances disclosed by the record; *Held*, That there is no evidence before the Commission which establishes the necessity for higher rates. The probability is that increased rates will not be necessary in the future. In view of the liberal returns received by these carriers in the past 10 years, they should be required to show, with reasonable certainty, the necessity before the increase is allowed. If actual results should demonstrate that the Commission's forecast of the future is wrong, there might be grounds for asking a further consideration of this subject.

1853. The act to regulate commerce, as amended in regard to increased rates, should not receive exactly the same interpretation which has been put upon the English act in regard to advanced rates. The English act creates a presumption that the rates in effect on December 31, 1892, were reasonable rates, and the justice of any increase must be tried by that standard, whereas the act to regulate commerce as amended does not intend to enact that all rates in effect on January 1, 1910, are just and reasonable. Upon the contrary, it is open to any shipper or to this Commission to attack such a rate as unjust and unreasonable. The only effect of our statute is to cast, in certain cases, the burden of proof upon the carrier.

1854. Before any general advance in rates can be permitted it must appear with reasonable certainty that carriers have exercised proper economy in the purchase of their supplies, in the payment of their wages, and in the general conduct of their business.

1855. The Commission has been compelled to dispose of this case upon the evidence available, but there is no testimony tending to show the cost of reproducing these properties. It is plain that a physical valuation would introduce into the calculation a new element which might lead to a different conclusion. Congress ought to authorize a reproductive valuation of those railroads subject to Federal jurisdiction. The interest of the public ought not to depend upon a valuation made entirely by the owners of these properties, no matter how honestly the work may be prosecuted.

1856. These class rates have been continuously in effect for the last 30 years, and less complaint with respect to the adjustment of rates has been received from this territory than from any other with which this Commission has to do. During this long period business has adjusted itself to this scheme of rates, and the Commission is not disposed, upon the mere suggestion that some better scheme might have been originally devised, to subvert the conditions which have become established.

1857. Commodity rates stand somewhat different. An examination of the schedules shows that most of these commodity rates were carried under the classification when tariffs were first filed with this Commission, in 1887, and that the present commodity rates are from 10 to 25 per cent lower than the class rates then applicable. Carriers have frequent occasion to vary their commodity rates with varying conditions. While earnest

objection has been made to the advance in class rates, in only three or four instances has the increase in commodity rates been especially attacked.

1858. For these reasons the Commission dislikes to tie up, by hard and fast order, these commodity rates, and has concluded, as to all the rates involved in this proceeding, to simply require the defendants to cancel, on or before March 10, 1911, their advanced tariffs on file and to restore their former rates, which are the rates now in effect. If this requirement is not complied with the proposed rates will be suspended, the necessary findings of fact made, and the usual two years' order issued as to all the tariffs involved.

In re Investigation of Advances in Rates by Carriers in Western Trunk Line, Trans-Missouri, and Illinois Freight Committee Territories. (20 I. C. C. Rep., 307.)

1859. The principal carriers in Western Trunk Line, Trans-Missouri, and Illinois Freight Committee territories filed with the Commission tariffs increasing their rates upon some two hundred commodities in those territories, but, pending investigation involving the reasonableness of such increased rates, the carriers voluntarily suspended the effective dates of the tariffs. After full hearing and investigation of the matters involved and upon all the facts and circumstances disclosed by the record; *Held*, That the proposed rates are beyond the limitations placed by law upon the carriers, and should not become effective.

1860. The distinction between the English act as to increased rates and the act to regulate commerce upon that subject is clear. The effect of the English statute was to cast upon the railway company the burden of proving that the increase of the rate was reasonable, whereas the act to regulate commerce as amended requires the carrier to show the reasonableness of the increased rate. Under the act of Parliament the carrier is called upon to justify the difference between its previously existing rate and the rate established, while under the act of Congress the carrier is called upon to prove that the new rate as a whole is reasonable.

1861. The phrase "the burden of proof shall be upon the common carrier," in the Mann-Elkins Act, means that the railroad which increases its rates, if challenged, must assume to prove to this Commission that the increased rates are within the words of description and limitation used in the act; that is, that they are just and reasonable. They must satisfy the mind of this Commission of this fact.

1862. It is doubtless true that in its control over the charges which the railroads make this Commission exercises a power so extensive as to justify the broadest consideration of the economic and financial effects of its orders, but the Government has not undertaken to become the directing mind in railroad management. This Commission is not a general manager of the railroads, and no matter what the revenue the carriers may receive there can be no control placed by the Commission upon its expenditure, no improvements directed, and no economies enforced.

1863. The strength of the carriers' case is in these two contentions: (1) That the roads are not earning a fair return upon the value of their property; (2) that the cost of operating has increased because of increased wages. While it is true that cost of operation has increased by the amount shown as allowed to labor and addition to wages, it is also true that operating revenues have increased so as to more than absorb increased operating expenses. Moreover, cost figures furnished would indicate that under skillful management an additional tonnage may be handled under a higher wage schedule without increasing the cost of the service given.

1864. It appears that these commodity rates already paid their due share of the value of the service rendered by the carriers. Many of them, in fact, are now twice as high for the haul immediately west of Chicago as corresponding rates for a similar haul immediately east of Chicago.

1865. Our laws do not seek to establish dominion over private capital for any other purpose than to make sure against injustice being done the public, and thereby to make such capital itself more secure. The Commission is dealing here with a difficult problem, involving multitudinous facts and an infinite variety of modifying conditions, which make the establishment of principles and the framing of policies a matter of slow evolution. Congress has laid down a few rules. These rules the Commission is attempting to apply. It is not for the Commission to say that it represents the Government and may have a policy of its own which in any

degree runs counter to the power granted to the Commission or the duty imposed upon the Commission. The railroads may not look to this tribunal to negative or modify the expressed will of the legislature. They have laid before the Commission the facts and law which would make for a justification of their course in the increasing of rates, but to the mind of the Commission their justification has not been convincing.

1866. The carriers herein are requested to withdraw the proposed tariffs forthwith. If such action is not taken on or before March 10, 1911, the Commission will further suspend these rates, make appropriate finding, and issue an order directing the maintenance of the present rates for a period of two years from that date.

John Morrell & Company *v.* Chicago, Burlington & Quincy Railroad Company et al. (20 I. C. C. Rep., 400.)

1867. On tankage, a fertilizer material, the defendant lines formerly had a proportional rate of $2.80 per ton from Ottumwa, Iowa, to the Ohio River, applying on movements to the southeast; while the proportional rate from Kansas City to the Ohio River was and is $2.20 per ton, that being a compelled rate to meet competition through Memphis. The defendants later reduced their proportional from Ottumwa to $2.20. Reparation on shipments moving under the $2.80 rate from Ottumwa denied and complaint dismissed.

A. Geo. Schulz Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (20 I. C. C. Rep., 403.)

1868. Complainant's shipment of wood-pulp cartons from Milwaukee, Wis., to Spokane, Wash., was properly classified as wood-pulp cartons, and defendants were not justified in exacting the payment of an additional sum at destination upon a higher classification.

1869. Reparation awarded for such additional sum and for demurrage charges which had in the meantime accrued; but it does not appear in this case that reparation should be awarded for an outlay in telegraphic charges.

1870. It appears that after the car was partly unloaded the delivering carrier notified the consignee that, owing to a mistake in classification, additional charges must be paid, and, when the consignee declined to pay such additional charges, insisted that the portion of the carload which had been already removed should be returned to the car, which the consignee did; *Held*, That the expenditure due to removing and restoring a part of the carload was the direct consequence of the unlawful act of the delivering carrier in declining to deliver this carload, for which reparation should be awarded.

O. C. Beall *v.* Washington, Alexandria & Mt. Vernon Railway Company. (20 I. C. C. Rep., 406.)

1871. Single passenger fare of 15 cents, Washington, D. C., to Four Mile Run, St. Elmo, St. Asaph, Mount Ida, and Del Ray, in Virginia, found unreasonable, and a fare of 10 cents prescribed for future.

Browne Grain Company *v.* Fort Worth & Rio Grande Railway Company et al. (20 I. C. C. Rep., 410.)

1872. Class rate of 56 cents per 100 pounds applied on shipment of corn shucks from Alexandria, La., to Brownwood, Tex., via a route 911 miles in length, not found to be unjust or unreasonable.

W. E. Caldwell Company *v.* Chicago, Indianapolis & Louisville Railway Company et al. (20 I. C. C. Rep., 412.)

1873. Joint rates on tank material, Louisville, Ky., to Shawano, Wis., Combined Locks, Wis., and West Port Arthur, Tex., found unreasonable so far as they exceeded combination of intermediate rates contemporaneously in force. Reparation awarded.

1874. Differences in value of articles offered for transportation can not be precisely reflected in the comparatively small number of classes now used for rate-making purposes; and in the absence of a showing that the rate resulting from the classification is unreasonable or otherwise unlawful, it must fairly appear that a particular article is not rated with other articles similar in value, weight, and other essential transportation qualities, before the Commission will require a change in the classification. Application of fifth-class rates to wooden tank material (in the white) in official classification territory not found unreasonable.

Clinton Bridge & Iron Works *v.* Chicago, Burlington & Quincy Railroad Company. (20 I. C. C. Rep., 416.)

1875. Where a shipper, without disclosing to a carrier the character or size of its shipment, orders a particular kind of equipment, loads its traffic thereon, and directs transportation of the shipment as loaded, it must pay the rate lawfully applicable to the class of equipment used, although a lower rate would have been available had the freight been loaded in another kind of car. Complaint dismissed.

Dells Paper & Pulp Company *v.* Chicago & North Western Railway Company et al. (20 I. C. C. Rep., 419.)

1876. Where a tariff provides different rates for property dependent on the value thereof and requires that the invoice value shall be stated and receipted for in order to secure the lower rate, the complainant must show that the requirements of the tariff were complied with, or that they were unreasonable, before reparation will be awarded on account of application of higher rate to a shipment the value of which did not exceed that upon which a lower rate would have applied had the value been disclosed to the carrier. Complaint dismissed.

Gamble-Robinson Fruit Company *v.* Northern Pacific Railway Company et al. (20 I. C. C. Rep., 421.)

1877. Rates of $1.79, $1.75½, and $1.35 per 100 pounds on citrus fruits in carloads from Redlands, Prenda, Pachappa, Arlington, and Porterville, Cal., to Miles City, Mont., found unreasonable so far as they exceeded rate of $1.15 subsequently established. Reparation awarded.

Riverside Mills *v.* Georgia Railroad et al. (20 I. C. C. Rep., 423.)

1878. An informal complaint showing date of shipment, weight, and rate charged, coupled with an allegation that the rate was unreasonable, is sufficient presentation of a claim to come within section 16 of the act. *Memphis Freight Bureau* v. *St. L. S. W. Ry. Co.*, 18 I. C. C. Rep., 67, reaffirmed. For reasons stated in the report, complaint dismissed.

In the matter of restricted rates. (20 I. C. C. Rep., 426.)

1879. The Commission adheres to its ruling that "a tariff providing for reduced rates on coal used for steam purposes, or that the carrier will refund part of the regular tariff charges on presentation of evidence that the coal was so used, is improper and unlawful—that is to say, that the carrier has no right to attempt to dictate the uses to which commodities transported by it shall be put in order to enjoy a transportation rate."

1880. It also adheres to its ruling that "a carrier or a person or corporation operating a railroad or other transportation line may not, as a shipper over the lines of another carrier, be given any preference in the application of tariff rates on interstate shipments, but it may lawfully and properly take advantage of legal tariff joint rates applying to a convenient junction or other point on its own line, provided such shipments are consigned through to such point from point of origin and are, in good faith, sent to such billed destination."

1881. Carriers ordered to cease and desist from maintaining tariffs which contain rates applicable only upon shipments for a particular consignee or when the commodity transported is for a particular use, or rates that are restricted to the use of certain shippers and not open to all shippers alike.

H. Rosenblatt & Sons *v.* Chicago & North Western Railway Company et al. (20 I. C. C. Rep., 447.)

1882. The fabric known to the trade as "triplex cloth," frequently made up of woolen or silk materials, but consisting in this instance of a layer of cotton goods and a cotton shoddy lining with an intermediate layer of reclaimed rubber, is not cotton piece goods and therefore is not entitled to the cotton-piece-goods rate. Generally speaking it may properly take the rate applied to dry goods n. o. s.

1883. The through rate charged on a shipment of triplex cloth from Fort Wayne, Ind., to Beloit, Wis., exceeded the sum of the intermediate rates and is therefore unreasonable. Reparation awarded.

Kaul Lumber Company *v.* Central of Georgia Railway Company et al. (20 I. C. C. Rep., 450.)

1884. A lumber company doing business in Alabama had a railroad which was constructed under its general incorporation and connected its mill, on

the line of the Central of Georgia Railway, with its timber. In 1901 the lumber company made a contract with the Central of Georgia under which it received a division of 2 cents per 100 pounds of all rates on lumber shipped by it from its mill, which 2 cents was supposed to represent the portion of the through rate to which the lumber company was entitled for the haul from the timber to the mill, through rates being made from the timber, called "Wildwood," to various destinations. Between June 22, 1903, and February 4, 1908, the rates on yellow-pine lumber from the points of origin in Alabama to the Ohio River and related points were advanced 2 cents per 100 pounds. In the *Central Yellow Pine* and *Tift cases*, 10 I. C. C. Rep., pages 505 and 548, the Commission condemned similar advances from competing and contiguous territory. Upon a complaint charging the unreasonableness of the 2-cent advance and asking reparation based thereon, *Held:*

1885. That, without deciding whether this railroad, owned and operated by the lumber company, is a common carrier or not, upon the facts appearing in its operations in hauling company material for the Kaul Lumber Company it can be considered by this Commission only as a plant facility.

1886. That, conceding for the purposes of this case that the advance of 2 cents per 100 pounds on yellow-pine lumber was unreasonable and unjust, the complainant lumber company is not entitled to any reparation thereon for the reason that it has never paid the advance.

1887. That, if the railroad of the lumber company should be held to be a common carrier, as the complainant contends it should, in such case it can not be heard to complain of the advance in rates because it had concurred tacitly and explicitly in such advance.

Southwestern Produce Distributers et al. *v.* Wabash Railroad Company. (20 I. C. C. Rep., 458.)

1888. The public stations, depots, and grounds of carriers to a certain extent are also their private property subject to their own control with respect to any private business carried on in or upon them, provided the use so made of the property is in itself reasonable and contributes to the public convenience or to the advantage of the carrier without creating preferences or discriminations as between shippers or travelers.

1889. Station restaurants, news stands, barber shops, and similar private enterprises at railroad terminals, ordinarily conducted by outside interests, add to the convenience of the public before the transportation by the carrier has commenced or after it has been completed, and are no part of the service undertaken by the carrier for the public under its published tariffs.

1890. Upon complaint by a rival auction company demanding at the St. Louis terminals of the defendant the same facilities for conducting its business as an auctioneer of fruits and vegetables that are accorded exclusively to another auction company; *Held*, That the complaint is without merit, the proof showing that the latter company offers its services to all shippers at a uniform rate and without preference or discrimination.

Railroad Commission of Texas *v.* Atchison, Topeka & Santa Fe Railway Company et al. (20 I. C. C. Rep., 463.)

1891. Upon complaint against the advanced class and commodity rates from St. Louis to Texas common points, made effective on August 10, 1908, by the carriers comprising the Southwestern Tariff Committee and their connections, and after careful consideration of the record, having in mind the interest of the public, of shippers, and of such of the defendant lines as draw their revenues largely if not entirely from those rates, it is *Held:*

1892. That the advanced rates as a whole have not so increased the revenues of the defendants as to make them extortionate or to yield earnings that are unduly large, as alleged; and that no grounds have been shown for any substantial disturbance of them.

1893. That the advanced commodity rates as a whole are not unreasonable, it being understood that any particular rate or set of rates in those schedules are still open to attack upon any of the grounds ordinarily assigned in challenging the reasonableness of rates.

1894. That the present class rates from St. Louis to Texas common points are unreasonable and unduly discriminatory, and that just and reasonable

class rates for the future between said points should not exceed those set forth in the report.

Cincinnati & Columbus Traction Company *v.* Baltimore & Ohio Southwestern Railroad Company et al. (20 I. C. C. Rep., 486.)

1895. A local law under which an electrically operated interurban line has no right to demand a switch connection and interchange of traffic with a steam railway is controlling only in so far as it relates to local traffic; it can not be permitted to operate as an impediment to the movement of interstate traffic after the Congress has legislated upon the subject by requiring such connection and interchange under certain conditions which in this proceeding are shown to exist.

1896. The Commission ordinarily will not lend its aid to an effort by one carrier to secure traffic that is reasonably tributary to another line by compelling the latter to join with it in through routes and rates; but the theory as to what traffic is tributary to a particular railroad must not be carried to such an extreme as to impose upon shippers the burden of an unduly long wagon haul.

1897. Through routes and through billing denied to points on the complainant's line where it parallels and closely approaches the tracks of one or more of the defendants, but required, on the special facts of the case, in the interest of shippers at other points from five to ten miles distant by the wagon roads.

Hartman Furniture & Carpet Company *v.* Chicago, Rock Island & Pacific Railway Company et al. (20 I. C. C. Rep., 496.)

1898. Through rate of 49 cents per 100 pounds exacted on shipment of chairs from Malvern, Ark., via Thebes, Ill., to Milwaukee, Wis., found unjust in so far as it exceeded 39 cents. Reparation awarded.

Millinery Jobbers Association *v.* American Express Company et al. (20 I. C. C. Rep., 498.)

1899. As damage claims increase the expense of carriage and thus affect the rates, it is reasonable and to the interest of the general shipping public as well as of the carriers to discourage shipping methods and the use of shipping cases that are lacking in safety. On these grounds and upon the facts disclosed by the record; *Held*, That the classification rule of the defendants applying minimum weights on shipments of merchandise, and more particularly millinery, packed in ordinary pasteboard or strawboard boxes, is not unreasonable; nor is the rule unreasonable that provides for the refusal of such shipments when not crated.

1900. The classification rule of the defendants applying minimum weights on shipments in corrugated paper or pulp cartons of certain sizes, when uncrated, instead of assessing the charges on the basis of their actual weights, found unreasonable.

1901. The needless complexity of rules in the general classifications of express companies commented upon.

Board of Trade of the City of Chicago *v.* Atlantic City Railroad Company et al. (20 I. C. C. Rep., 504.)

1902. Complaints herein attack what are known as ex-lake rates on grain from Buffalo to eastern points; in No. 3575 the complaint is directed against both domestic and export rates, while in No. 3319 export rates alone are involved; upon the facts disclosed by the record, and for the reasons given in the report, both the complaints are dismissed.

William K. Noble *v.* Jonesboro, Lake City & Eastern Railroad Company et al. (20 I. C. C. Rep., 520.)

1903. The act to regulate commerce confers upon this Commission jurisdiction over a complaint for the recovery of a damage resulting from misrouting a shipment where such damage arises from a rate or charge in excess of the lawful rate or charge that would have applied via the route over which the shipment properly should have moved or movement over which was specifically directed by the shipper.

1904. From the facts developed in this case; *Held*, That complainant is entitled to reparation in the difference between the rate charged on his shipment for the actual movement thereof and the rate which would have applied had defendant observed the routing specified in the bill of lading.

Big Cañon Ranch Company and Corder & Company, intervener, *v.* Galveston, Harrisburg & San Antonio Railway Company et al. (20 I. C. C. Rep., 523.)

1905. Complainant alleges that the charges exacted by defendants for transportation of certain carloads of sheep from Dryden and Sanderson, Tex., to Soldani, Okla., were unreasonable. It appears that the shipments moved from points of origin to Fort Worth, Tex., where freight charges were paid, and delivery made to the shipper's agent, who thereupon took out new bills of lading for the movement to Soldani; *Held*, That the movement to Fort Worth was intrastate and therefore not subject to the jurisdiction of the Commission, and that the charges for the interstate movement beyond Fort Worth do not appear to have been unreasonable. Complaint dismissed.

Charles Goldenberg *v.* Clyde Steamship Company. (20 I. C. C. Rep., 527.)

1906. Upon the facts disclosed by the record; *Held*, That defendant's action in connection with the storage of the property in question was not unreasonable and that complainant is not entitled to reparation; but that defendant has failed to comply with the law by the reason of the fact that it has not filed with the Commission a tariff stating definitely the storage privileges and charges applicable to shipments over its line which move partly by railroad and partly by water under a common arrangement for a continuous shipment.

International Salt Company of Illinois, complainant, and Morton Salt Company, intervener, *v.* Genesee & Wyoming Railroad Company et al., defendants, and Detroit Salt Company and Sterling Salt Company, interveners. (20 I. C. C. Rep., 530.)

1907. Upon complaint that a carload rate of 10 cents per 100 pounds in effect for several years on coarse salt in bulk from Retsof, and certain other originating points in New York, to Chicago, is a normal and reasonable rate between those points and ought therefore to be scaled to intermediate points in Central Freight Association territory in accordance with the percentage system of rates; *Held*, That the record shows that the rate is compelled by competitive conditions that do not exist at intermediate points. For the reasons stated in the report the complaint is dismissed.

International Salt Company of Illinois, complainant, and Morton Salt Company, intervener, *v.* Pennsylvania Railroad Company et al. (20 I. C. C. Rep., 539.)

1908. Reparation on shipments of coarse salt in bulk from Retsof, N. Y., to Detroit, under a rate of 11 cents, subsequently reduced to 7.8 cents under an order by this Commission finding the former rate to be discriminatory, denied on the ground that the complainant has not shown that it was damaged, all competing shippers to Detroit from the same salt field having paid the same rate. *Delray Salt Co.* v. *P. R. R. Co.*, 18 I. C. C. Rep., 259, distinguished.

Platten Produce Company *v.* Kalamazoo, Lake Shore & Chicago Railway Company et al. (20 I. C. C. Rep., 543.)

1909. Upon the facts disclosed at the rehearing of this case; *Held*, That the initial carrier herein, and not an intermediate carrier, as found in the original case, is responsible for the misrouting; that reparation be awarded against all the defendants because of an overcharge on this shipment; but that complainant is not entitled to recover in this proceeding for the icing charges which it was compelled to pay.

Pacific Coast Biscuit Company *v.* Spokane, Portland & Seattle Railway Company et al. (20 I. C. C. Rep., 546.)

1910. The classification of an article of commerce should be stated in terms which the shipping public may readily understand. Tariffs are to be construed according to their language, and the intention of the framers and the practice of the carriers do not control. *Newton Gum Co.* v. *C., B. & Q. R. R. Co.*, 16 I. C. C. Rep., 341.

1911. Upon complaint alleging improper assessment of charges on shipments of peanut roasters from Peoria, Ill., to Portland, Oreg., and Seattle, Wash.; *Held*, That, as shipped, said traffic was entitled to first class rates, and that rates of 1½ and 2 times first class applied to said shipments resulted in overcharges above the tariff rate.

W. J. Scheuing *v.* Louisville & Nashville Railroad Company. (20 I. C. C. Rep., 550.)

1912. The fact that for a long time there had been no movement of a particular commodity is no justification for the maintenance of an unreasonable rate; neither is the probable effect of state prohibitory laws upon the tonnage.

1913. Defendant's rate of 56½ cents on bottled beer, in casks, carloads, from St. Louis, Mo., to Cullman, Ala., found to be unreasonable and rate of 37 cents prescribed for future. Reparation awarded.

Meridian Fertilizer Factory *v.* Vicksburg, Shreveport & Pacific Railway Company et al. (20 I. C. C. Rep., 554.)

1914. Rates of 12½ cents and 13 cents per 100 pounds on commercial fertilizer, Shreveport, La., to Hamburg and Crossett, Ark., respectively, found unreasonable, and rate of 11 cents established for future.

William E. Moore *v.* New York & Long Branch Railroad Company. (20 I. C. C. Rep., 557.)

1915. A carrier's tariff providing for adjustment of charges for commutation tickets lost by the owner thereof provided, among other conditions, that refund would be made only when the lost ticket had been found and returned to the proper officer of the issuing company; *Held*, That this condition is unduly discriminatory and therefore unlawful. Reparation awarded.

Crescent Coal & Mining Company *v.* Baltimore & Ohio Railroad Company et al. (20 I. C. C. Rep., 559.)

1916. Following *Munroe & Sons* v. *M. C. R. R. Co.*, 17 I. C. C. Rep., 27, and *Tioga Coal Co.* v. *C., R. I. & P. Ry. Co.*, 18 I. C. C. Rep., 414; *Held*, That shipper or consignee may not be required to pay demurrage charges unless the carrier's tariff provides for same in clear and specific form and manner.

1917. Following *Coomes & McGraw* v. *C., M. & St. P. Ry. Co.*, 13 I. C. C., 192; *New York Hay Exchange Asso.* v. *P. R. R.*, 14 I. C. C., 178, and other cases to the same effect; *Held*, That demurrage may not be assessed except for or because of failure on part of shipper or consignee to comply with his obligations.

1918. Tariffs of carrier performing the road haul name rates to Chicago, which include delivery on tracks of other carriers in the Chicago switching district, and provide that shipper or consignee shall have 24 hours free time after arrival within which, without further charge, to reconsign to such deliveries on tracks of other carriers. A carrier that is party to the tariffs containing the reciprocal switching arrangements declines to accept cars for such deliveries except at its convenience. Consignee gives reconsignment to the carrying road within the time provided in its tariff. The delivering road delays acceptance of such shipments and the carrying road thereupon assesses demurrage against the consignee; *Held*, That the consignee, having given his reconsignment order and requested delivery of shipment, is powerless to do anything except await the action of the carriers. If defendants' tariffs provide something that it is impossible for them to perform, something that they may not be reasonably required to perform, their recourse is not in the assessment against the shippers or consignees of additional charges growing out of causes in the creation of which neither shipper nor consignee has any part and over which neither of them has any control. Reparation awarded.

Arizona Railway Commission *v.* Wells Fargo & Company. (20 I. C. C. Rep., 571.)

1919. Defendant's rates for the transportation of horses, in carloads, of $500 between El Paso, Tex., and Phoenix, Ariz.; $400 between Phoenix, Ariz., and Los Angeles, Cal.; and $575 between Phoenix, Ariz., and San Francisco, Cal., found unreasonable to the extent that they exceed, respectively, $300, $320, and $470, which rates are prescribed for the future.

In the matter of an investigation concerning the propriety of proposed schedules of rates on lumber filed by the Vicksburg, Shreveport & Pacific Railway Company. (20 I. C. C. Rep., 575.)

1920. This proceeding was an investigation concerning the propriety of proposed schedules of rates known as Vicksburg, Shreveport & Pacific Railway Company Tariff No. 610–B, I. C. C. No. 2679; the operation of which was

suspended until July 5, 1911. From the facts developed; *Held*, That no adequate reasons exist for the further suspension of said tariff and that an order will therefore be entered to vacate and set aside the order of suspension.

Ohio Face Brick Manufacturers' Association *v.* Adams Express Company et al. (20 I. C. C. Rep., 582.)

1921. For the transportation of sample brick the express companies assess merchandise graduated charges. Due to the peculiarly favorable characteristics of this traffic from a transportation standpoint, the charges now assessed are found to be unjust and unreasonable in so far as they exceed merchandise pound rates, with a minimum charge of 35 cents.

Furnace Run Saw Mill & Lumber Company *v.* Boston & Maine Railroad et al. (20 I. C. C. Rep., 586.)

1922. Defendants' rate on spruce lath and lumber from Boston to Toledo not found to be unjustly discriminatory or unreasonable. Complaint dismissed.

In the Matter of the Investigation of Advances in Rates on Cement by Carriers in Trans-Missouri Territory. (20 I. C. C. Rep., 588.)

1923. The principal carriers in trans-Missouri territory filed with the Commission tariffs which were to become effective September 1, 1910, containing new rates and charges upon cement from what is known as the gas belt in eastern Kansas and Oklahoma, and embracing such points as Iola and Chanute, Kans., but extending as far north as Sugar Creek, Mo., in the neighborhood of Kansas City, and as far south as Dewey, Okla., to points in Colorado, Kansas, Nebraska, and in other states embracing a wide range of territory, reaching from Illinois on the east into practically all trans-Missouri and intermountain territory. They also filed tariffs naming advances from Portland, Colo., to points chiefly in Colorado, Nebraska, Kansas, and Wyoming. These tariffs are now suspended until July 1, 1911, pending an investigation under the provisions of section 15 of the statute as amended June 18, 1910. After full hearing and investigation of the matters involved and upon all the facts and circumstances disclosed by the record; *Held*, That the proposed rates are not condemned between the following points of origin and destination, viz, Portland, Colo., to all destinations; Kansas City territory and points in Kansas and Oklahoma to points in Texas, as contained in Southwestern Lines Tariff, I. C. C. No. 737, Sup. No. 6; and from Bonner Springs and Yocemento, Kans., to various points in the states of Colorado, Iowa, Kansas, Missouri, Nebraska, Wyoming, and New Mexico, as contained in tariffs I. C. C. Nos. 2318 (Sup. No. 2), 2346, and 2348 of the Union Pacific Railroad Company. With these exceptions, the propriety of the new rates and charges has not been shown.

1924. It does not appear of record that such of the present cement rates as it is held should not be advanced fail to pay their due proportion of the general burden of transportation. Some of them are now materially higher than they were for a long period, during which there was a considerable movement and the business had adjusted itself thereto.

1925. The carriers publishing said tariffs are requested to withdraw them forthwith. If such action be not taken on or before the 15th day of May, 1911, the Commission will issue an order directing the maintenance of the present rates for a period of two years from that date.

Joseph Peters *v.* Oregon Short Line Railroad Company et al. (20 I. C. C. Rep., 598.)

1926. A rule in the tariff providing that shipments of coal should not be weighed except at point of origin found unreasonable.

1927. Charges assessed for the transportation of coal from Diamondville, Wyo., to Anaconda, Mont., found to have been unjust and unreasonable because assessed on overweights. Reparation awarded.

Sweeney, Lynes & Company *v.* New York, Philadelphia & Norfolk Railroad Company et al. (20 I. C. C. Rep., 600.)

1928. Defendants' rates for refrigeration of strawberries from Norfolk and Only, Va., and Pittsville and Marion, Md., found to be unreasonable, and maximum rates prescribed for future. Reparation denied.

Bookwalter Wheel Company *v.* Tennessee Central Railroad Company et al. (20 I. C. C. Rep., 603.)

1929. Claim for reparation based on alleged misrouting of shipment from Fourteen Mile Switch, Tenn., to Miamisburg, Ohio, denied. Complaint dismissed.

E. Sondheimer Company *v.* Illinois Central Railroad Company et al. (20 I. C. C. Rep., 606.)

1930. Upon the facts disclosed by the record; *Held*, That complainant is entitled to reparation in the sum of $8,827.39, as damages resulting from the unjust discrimination against lumber shipments through Cairo which was condemned in the original report in this case.

Freeman Lumber Company *v.* St. Louis, Iron Mountain & Southern Railway Company et al. (20 I. C. C. Rep., 612.)

1931. Commission's announcement that reparation will not ordinarily be awarded in a formal case attacking a rate as unreasonable, or otherwise in violation of law, unless intent to claim reparation is specifically disclosed therein or in an amendment thereof filed before the submission of the case, adhered to.

William D. Shoemaker *v.* Chesapeake & Potomac Telephone Company. (20 I. C. C. Rep., 614.)

1932. As between subscribers to a telephone service who are similarly situated, nothing but a difference in the service rendered or facilities furnished can justify a difference in the charges exacted.

1933. The fact that a few subscribers connected with a new exchange were previously connected with another exchange which was abandoned by the defendant from motives of economy in management and efficiency of service is not such a dissimilarity of circumstances and conditions as to warrant the exaction of the current charges from a new subscriber while for the same service and facilities the old subscribers continue to pay the lower charges formerly exacted at the old exchange.

1934. The contracts between such old subscribers and the defendant, even though valid when made, can not, after Congress has undertaken to regulate the rates and practices of telephone companies, be accepted as now justifying different charges as between different subscribers similarly situated, such undue discriminations being forbidden by the act.

Georgia Fruit Exchange et al. *v.* Southern Railway Company et al. (201. C. C. Rep., 623.)

1935. The methods practiced by growers in Georgia in picking and packing peaches and loading the crates into cars for carriage to the northern markets, and the difficulties of refrigerating them in transit so as to avoid deterioration and rot, considered and discussed; upon the facts of record it is *Held*, That no grounds are shown for requiring the defendants to reduce their minimum carload weight on a 40-foot car from 22,500 pounds, or 535 crates, to 19,000 pounds, or 448 crates, as contended by the complainants.

Commercial Club of Omaha *v.* Southern Pacific Company et al. (20 I. C. C. Rep., 631.)

1936. The long continuance of a rate voluntarily established and not published under the compelling influence of competitive conditions is in itself evidence of no little weight of its reasonableness; but the long continuance of a rate largely loses its value as evidence in a case involving an advanced rate for the same service when it is shown that the prior and lower rate was the result of the influence of a strong movement by water.

1937. The record presents no grounds for a finding that a rate of 85 cents per 100 pounds on lima beans in carloads from California to points in the territory extending from Colorado to the Atlantic seaboard is an excessive rate when considered as a blanket rate, or any grounds for taking Omaha out of a blanket territory with which it has long been associated in this and other traffic without protest from any quarter, by a finding that it is an excessive rate to that particular point. Should it appear, however, from judicial proceedings now pending that the power of the Commission to deal with rates applicable to so extensive a group is a limited one and not coextensive with the power of the carriers to establish group rates of such broad application, nothing said here must be understood as indicating that the Commission would be satisfied with an 85-cent rate to Omaha.

1938. The order heretofore entered herein vacated and the complaint dismissed.

Lawrence-Wardenburg Company *v.* Southern Pacific Company et al. (20 I. C. C. Rep., 638.)

1939. Following the conclusions reached in *Commercial Club of Omaha* v. *So. Pac. Co.*, *ante*, p. 631, and for other reasons given in the report herein, complaints, seeking reparation for alleged unreasonable rates collected on shipments of lima beans from California points to New Orleans and to points in Texas, Oklahoma, Colorado, and New Mexico, are dismissed.

Alpha Portland Cement Company *v.* Pennsylvania Railroad Company et al. (20 I. C. C. Rep., 640.)

1940. Upon the facts disclosed by the record; *Held*, That a joint rate of $2.75 per ton was not lawfully applicable to complainant's shipments of cement from Martins Creek, Pa., to Elizabeth City, N. C.; but that upon the shipment of February 28, 1908, a combination of intermediate rates amounting to $2.75 per ton was applicable, and as to shipment of March 6, 1908, the joint rate of $3.25 per ton was unreasonable so far as it exceeded said combination. Reparation awarded.

Western Mantle Company *v.* Spokane, Portland & Seattle Railway Company et al. (20 I. C. C. Rep., 643.)

1941. Transcontinental tariffs provided a less-than-carload rate of $3 per 100 pounds on "dry goods, n. o. s.," and a like rate of $2.20 on "netting, cotton, n. o. s." Less-than-carload shipments by complainant were of knitted fabrics in tubular form, made wholly of cotton, for use as foundation material in the manufacture of gas mantles, and were not of the character of goods commonly known to the trade as "cotton netting;" *Held*, That in the absence of a provision specifically covering the commodity the defendants properly applied thereto the rate on "dry goods, n. o. s."

S. Samuels & Company *v.* St. Louis Southwestern Railway Company et al. (20 I. C. C. Rep., 646.)

1942. In June, 1909, there was no rate or combination of rates under which a shipment of cotton linters could lawfully be moved from England, Ark., to Houston, Tex. Nevertheless the initial carrier forwarded a shipment of that commodity via a circuitous route, over one portion of which there was a rate applicable to cotton linters. Over the remainder of the route no such rate was in force, and the carriers assessed a rate applicable on compressed cotton; *Held*, That complainant is entitled to reparation from the initial carrier on basis of a just rate via a reasonably direct route.

National Refining Company *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (20 I. C. C. Rep., 649.)

1943. Rate of 13½ cents on petroleum and its products from Flat Rock, Ill., to Findlay, Ohio, not found to be unreasonable.

Commercial Exchange of Philadelphia *v.* Pennsylvania Railroad Company et al. (21 I. C. C. Rep., 1.)

1944. The counting of Saturday afternoons as part of the free time allowed for loading or unloading after placement and notice, under the uniform demurrage rules, not shown to operate in an unreasonable or unlawful manner in the Philadelphia territory.

Philip Goerres Cooperage Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 5.)

1945. Rate of $1.35 per 100 pounds on beer barrels and kegs from Milwaukee, Wis., to Sacramento, Cal., found unreasonable so far as it exceeds the class-D rate of $1 per 100 pounds, which rate is prescribed for the future. Reparation awarded.

J. C. Shaffer & Company *v.* Chicago, Rock Island & Pacific Railway Company. (21 I. C. C. Rep., 8.)

1946. The provision in the uniform bill of lading that "The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona fide invoice price, if any, to the consignee, including the freight charges, if prepaid) at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any

of which events such lower value shall be the maximum amount to govern such computation, whether or not such loss or damage occurs from negligence," not found to have operated in an unreasonable or unlawful manner in connection with the shipment involved. Complaint dismissed.

Herman H. Hettler Lumber Company *v.* Gulf & Ship Island Railroad Company et al. (21 I. C. C. Rep., 14.)

1947. The complainant forwarded a carload of lumber from Woolam, Miss., to Owensburg, Ind., over defendants' lines and directed routing via Louisville, Ky. A combination rate of 27 cents was applied. At the same time defendants were parties to a tariff naming a joint rate of 24 cents from Woolam to Owensburg which reserved to the carriers the right to route all shipments of lumber and articles taking the same rates, but said tariff did not specify any particular routes; *Held*, That in the absence of routing directions in the tariff the joint rate of 24 cents was applicable via any junction points on defendants' lines, and that complainant was therefore overcharged to the extent of 3 cents per 100 pounds.

In the matter of an investigation concerning the propriety of proposed schedules of rates on lumber filed by the Vicksburg, Shreveport & Pacific Railway Company. (21 I. C. C. Rep., 16.)

1948. This Commission is not empowered by the act to suspend the operation of a schedule after it has gone into effect. Complainants' application for rehearing denied.

Goodkind Brothers *v.* Chicago, Indianapolis & Louisville Railway Company et al. (21 I. C. C. Rep., 17.)

1949. In the absence of routing instructions, the shipper is entitled to have his shipment moved via the cheapest available route. Reparation awarded.

Webster Grocer Company *v.* Chicago & North Western Railway Company et al. (21 I. C. C. Rep., 20.)

1950. Following *Webster Grocer Co.* v. *C. & N. W. Ry. Co.*, 19 I. C. C. Rep., 493, joint rate of 52½ cents per 100 pounds on less-than-carload shipments of cheese from Plymouth, Wis., to Danville, Ill., found unreasonable so far as it exceeded 37½ cents via Chicago & North Western Railway and 40.1 cents via Chicago, Milwaukee & St. Paul Railway. Reparation awarded.

1951. Where an unreasonable joint rate has been collected, and the only question involved is reparation upon past shipments, the liability of the parties to such rate is joint and several, and the Commission may award reparation against one of the roads which participated in the traffic even though other roads which performed a part of the service are not made defendants. *Independent Refiners' Asso.* v. *W. N. Y. & P. R. R. Co.*, 6 I. C. C. Rep., 378.

In the matter of the investigation of advances in rates by carriers on grain, grain products, etc. (21 I. C. C. Rep., 22.)

1952. It appearing that rates have, for competitive reasons and under voluntary action, been materially reduced in recent years; that during the same period the cost of the service, the price of the commodity transported, and claims for loss and damage on shipments thereof have largely increased; *Held*, That defendants have sustained the burden of proof which the statute imposes upon them, and that except as noted the proposed advances in rates on coarse grain and wheat to Minneapolis, Duluth, Milwaukee, and Chicago, and points taking the same rates, from points of origin in North Dakota and South Dakota are not unjust or unreasonable; and *Held, further*, That the former established and recognized relations in rates from said points of origin to Minneapolis, Duluth, Milwaukee, and Chicago should be restored, except in instances of bona fide errors in tariffs or of elimination of violations of the fourth section of the act.

1953. Proposed advances in rates on coarse grain and wheat from points in southeastern South Dakota to Omaha condemned. Present rates from said points of origin to Omaha found to be unreasonable *per se*, and reasonable maximum rates prescribed.

Anaconda Copper Mining Company *v.* Chicago & Erie Railroad Company et al. (21 I. C. C. Rep., 40.)

1954. Former action not modified.

Carter White Lead Company *v.* Norfolk & Western Railway Company et al. (21 I. C. C. Rep., 41.)

1955. Following the decisions in *Anaconda Copper Mining Co.* v. *C. & E. R. R. Co.*, 19 I. C. C. Rep., 592, and 21 I. C. C. Rep., 40, reparation denied on shipments of coke to Omaha.

1956. Following the decision in *Metropolitan Paving Brick Co.* v. *A. A. R. R. Co.*, 17 I. C. C. Rep., 197, and on the facts in this case, reparation denied on shipments of coke to Chicago.

1957. Following the decisions in *Stowe-Fuller Co.* v. *Pennsylvania Co.*, 12 I. C. C. Rep., 215, and *In The Matter of Restricted Rates*, 20 I. C. C. Rep., 426, maintenance of rates on coke dependent or based upon the uses to which the coke is put, condemned.

Mountain Ice Company et al. *v.* Delaware, Lackawanna & Western Railroad Company et al. (21 I. C. C. Rep., 45.)

1958. The averments in the original complaints herein can not be construed as the filing of claims for reparation; but the supplemental complaints, when taken in connection with the original complaints, constitute filing of claims for reparation, within the sixteenth section, sufficient to interrupt the running of the two-year period.

1959. A complainant should state seasonably and with sufficient definiteness whether he will claim reparation, so that the Commission and the defendants may be advised of the nature of the claim; but every rule of convenience and of justice requires that, having made this statement in those general terms, the matter may be held in abeyance until the main question has been decided and the parties know whether any reparation will be awarded, and if so, upon what basis.

1960. In all shipments made by the Mountain Ice Company, except those to a particular consignee, that company and not the consignee is entitled to reparation, as the ice was sold for a delivered price, and by the terms of contract of sale the freight money was to be paid by the ice company. *Nicola, Stone & Myers Co. case*, 14 I. C. C. Rep., 199, cited and followed. In the other cases reparation should be awarded to the consignees.

1961. Contention that there was not sufficiency of parties defendant in certain of these cases is not sustained by the record.

1962. Reparation awarded in various sums in these four cases for unreasonable rates exacted for the transportation of ice from points in New Jersey and Pennsylvania to various interstate destinations.

Raymond B. Scudder *v.* Texas & Pacific Railway Company et al. (21 I. C. C. Rep., 60.)

1963. Complainant accepted two bills of lading for a shipment of two cars of sugar. Therefore the rule allowing more than one but less than two or more full carloads to move at carload rates upon one bill of lading, under certain restrictions, did not apply.

1964. Where two cars are shipped under one bill of lading the carrier can not compel the consignee to accept one car until the arrival of the second, and therefore can not lawfully assess demurrage charges until it tenders the entire shipment covered by the bill of lading. Reparation denied.

Wright Wire Company et al. *v.* Pittsburg & Lake Erie Railroad Company et al. (21 I. C. C. Rep., 64.)

1965. Rate of $3.40 per ton on iron and steel rods from Struthers, Ohio, to Palmer and Worcester, Mass., as compared with rate of $3 from Monessen, Pa., for a longer haul over the same line in the same direction, not found to constitute a violation of section 4 of the act as it existed prior to June 18, 1910.

Northwestern Leather Company *v.* Oregon Railroad & Navigation Company et al. (21 I. C. C. Rep., 66.)

1966. Rates of $1.30 per 100 pounds on dry hides and $1 per 100 pounds on green hides from San Francisco and Los Angeles, Cal., to Manistique and Sault Ste. Marie, Mich., not found to be unreasonable.

In the Matter of the Request for Suspension of Reduced Rates on Packing-House Products and Fresh Meats from Fort Worth, Tex., to Mississippi River Crossings and Points East Thereof. (21 I. C. C. Rep., 68.)

1967. Upon application to postpone the effectiveness of reduced rates on packing-house products and fresh meats from Fort Worth, Tex., to Mississippi

River crossings and points east thereof; *Held*, (1) That the Commission has power to suspend reductions in rates to prevent discriminations; (2) that no proper occasion for the exercise of such power has been shown on this application; and (3) that the application for suspension of the reduction of rates above indicated should be denied.

Decarie Incinerator Company *v.* Minneapolis & St. Louis Railroad Company et al. (21 I. C. C. Rep., 71.)

1968. Rate of $1.65 for transportation of a carload of parts of a garbage incinerator from Hopkins, Minn., to Sacramento, Cal., not found unreasonable.

Fremont Commercial Club *v.* Chicago, Burlington & Quincy Railroad Company et al. (21 I. C. C. Rep., 74.)

1969. Defendants charge for the transportation of coal from Missouri, Kansas, Arkansas, and Oklahoma points to Fremont, Nebr., rates which are from 25 cents to 59½ cents per net ton higher than the rates from the same points of origin to Omaha, Nebr., while the rates from the same points of origin to Lincoln, Nebr., are uniformly 15 cents higher than the rates to Omaha; *Held*, That the present rates are unduly prejudicial to Fremont to the extent that they exceed the rates to Lincoln by more than 10 cents per net ton.

1970. From certain points on the Chicago, Burlington & Quincy Railroad in Colorado and Wyoming the rates on coal other than slack to Fremont are 35 cents per net ton in excess of the rates to Omaha and Lincoln; *Held*, That said rates are unduly prejudicial to Fremont to the extent that they exceed the rates to Lincoln by more than 10 cents per net ton.

Maritime Exchange et al. *v.* Pennsylvania Railroad Company. (21 I. C. C. Rep., 81.)

1971. Martins Creek, Pa., is one of a group of cement-producing points, known as the Lehigh cement district, from all of which the rate on cement to Philadelphia, Pa., is the same via all routes, $1.35 per net ton, except as recently modified by the defendant. The defendant's line of road from Martins Creek to Philadelphia passes through the State of New Jersey for a part of the distance, and the traffic between these points is subject to the jurisdiction of the Commission. Upon a complaint attacking defendant's local rate on cement from Martins Creek to Philadelphia, and also bringing in issue the proportional rate to Philadelphia on cement transshipped to Wilmington, N. C., and points south thereof, *Held:*

1972. That for the future the rate on cement from Martins Creek, Pa., to Philadelphia, Pa., via the line of defendant should not exceed $1.10 per net ton.

1973. That the restriction by defendant of the 80-cent proportional rate, Martins Creek to Philadelphia, to cement carried by water to Wilmington, N. C., and points south thereof, does not result in undue prejudice to Philadelphia.

Florida Mercantile Agency *v.* Pennsylvania Railroad Company et al. (21 I. C. C. Rep., 85.)

1974. Commodity rate of 60½ cents per 100 pounds on fresh meat and dressed poultry in carloads from Jersey City, N. J., to Jacksonville, Fla., not found to be unduly prejudicial or unreasonable. Complaint dismissed.

Franklin, Stiles & Franklin *v.* Southern Express Company. (21 I. C. C. Rep., 88.)

1975. Defendant's contention that express rates should be a certain percentage higher than freight rates not sustained, as there is no material evidence of record as to the reasonableness of either the express rate or the freight rate.

1976. The alleged erroneous publication of a rate which remains in effect for more than eight years is not a justification for its increase. Advanced rate found unreasonable, rate for the future prescribed, and reparation awarded.

William H. Blumenstein *v.* Philadelphia & Reading Railway Company et al. (21 I. C. C. Rep., 90.)

1977. Following *Masurite Explosive Co.* v. *P. & L. E. R. R. Co.*, 13 I. C. C. Rep., 405, defendants ordered to cease from charging, in official classification territory, their first class rates on kainite in carload quantities, and double first class rates on kainite in less-than-carload quantities; and to substitute therefor second class rates on carload quantities and one and one-half times first class rates on less-than-carload quantities.

Vulcan Detinning Company *v.* Union Pacific Railroad Company et al. (21 I. C. C. Rep., 93.)

1978. Rate of 52½ cents per 100 pounds for the transportation of tin-plate scrap from Denver, Colo., to Streator, Ill., found unreasonable so far as it exceeded a rate of 31¾ cents per 100 pounds.

Goodman Manufacturing Company *v.* Pittsburg, Cincinnati, Chicago & St. Louis Railway Company et al. (21 I. C. C. Rep., 95.)

1979. A commodity rate at a prescribed minimum can not be held to be unreasonable solely on the ground that a higher class rate applied to a lower carload minimum would, within certain limits, produce a lower charge. The rule for the alternative application of class or commodity rates when both are published in one and the same tariff is permissive and not compulsory. The fact that the two rates so published take different minima does not modify the rule.

Douglas & Company *v.* Chicago, Rock Island & Pacific Railway Company et al. (21 I. C. C. Rep., 97.)

1980. Upon supplemental complaint alleging that defendants had canceled certain transit privileges which were established in compliance with the Commission's decision in the prior case, certain tariffs were suspended and investigation made. It appears that more than two years have elapsed between the time of the first decision and the filing of the supplemental complaint; *Held*, Upon the present record that the withdrawal of the transit rates heretofore accorded does not work undue preference or unjust discrimination.

1981. A privilege, savoring as this does of a gratuity, however valuable and beneficial and however difficult of relinquishment, can not, as a matter of law, be continued by this Commission, unless the original granting of the privilege rested on some legal obligation which under the law affords ground on which the Commission could, as an original proposition, require that it be granted, or, if discontinued, order it restored.

1982. Supplemental complaint dismissed, and orders suspending tariffs vacated.

In the Matter of the Investigation and Suspension of Advances in Rates by Carriers for the Transportation of Locomotives and Tenders Named in a Schedule filed with the Interstate Commerce Commission. (21 I. C. C. Rep., 103.)

1983. Locomotives and locomotives and tenders, live or dead, on their own wheels, are somewhat in the nature of an anomalous commodity particularly susceptible to individual treatment and should not be subjected to class rates.

1984. Whatever may be the effect of water competition it can not be extended, theoretically or practically, to articles to which such competition does not apply by merely classing them with other things to which it does apply.

1985. The proposed change from a rate per mile regardless of weight to sixth class rates at 50 per cent actual weight found to result in charges which will be unreasonable.

1986. The cost of transportation is likely to vary with some degree of directness with the weight of the article to be transported, and in so far as cost is a factor in rate making, weight must likewise be a factor.

1987. The total disregard of weight existing under the mileage basis, as applied to dead locomotives, found to be unfair to the carrier and discriminatory as between shippers.

1988. Rate per ton per mile, graduated according to distance, prescribed for the transportation of locomotives and locomotives and tenders, dead, on their own wheels, and rate per mile prescribed for the transportation of locomotives and locomotives and tenders, live, on their own wheels.

1989. While every effort conducive to uniformity of classification is to be commended, it does not follow that that result should be attained by accepting as a standard a classification prescribing a rate which when applied to a given commodity or territory becomes unreasonable.

Memphis Freight Bureau et al. *v.* St. Louis & San Francisco Railroad Company et al. (21 I. C. C. Rep., 113.)

1990. This complaint is brought on behalf of two corporations which manufacture mirrors and art glass at Memphis, Tenn., and distribute plate and window glass, rough-ribbed glass, and kindred lines, which are shipped to

them from factories at St. Louis, Valley Park, and Crystal City, Mo. Upon the facts disclosed by the record; *Held*, That the third class rate of 45 cents per 100 pounds applicable to plate glass in carloads from St. Louis, Valley Park, and Crystal City, Mo., to Memphis, Tenn., is unreasonable so far as it exceeds the fourth class rate of 35 cents per 100 pounds and that the carload rate of 30 cents per 100 pounds on rough-ribbed glass exceeding one foot square from the same points of origin to Memphis is not shown to be unreasonable.

In the Matter of the Advance of Rates on Live Stock from Kansas City, Mo., to St. Louis, Mo., and other Mississippi River Crossings. (21 I. C. C. Rep., 119.)

1991. The principal carriers operating between the Missouri and Mississippi rivers filed with the Commission tariffs which were to become effective August 15, 1910, and on dates subsequent thereto, containing new rates and charges upon live stock from Kansas City and points in what is known as Kansas territory to St. Louis and East St. Louis and other Mississippi River crossings. These tariffs are now suspended until June 10, 1911, pending investigation under the provisions of section 15 of the statute as amended June 18, 1910. After full hearing and investigation of the matters involved and upon all the facts and circumstances disclosed by the record; *Held*, That in so far as the proceeding involves the allegations of unjust discrimination and undue preference and advantage as between the live-stock markets at Kansas City, Omaha, and Chicago, as the Commission has before it only the rate from one of these markets, namely, Kansas City, it is manifestly impossible upon the issue presented and the record made to come to any conclusion thereon; *Held further*, That in so far as the question of the reasonableness of the rates in and of themselves is concerned, that matter directly involves the larger question of the reasonableness of the through transportation charges from points west of Kansas City to the consuming centers of the east, and as there are not before the Commission the proper parties or the necessary information, no conclusion can be reached upon that issue in this proceeding.

1992. For these reasons, the suspension of the rates involved will not be further continued, and the order suspending them is canceled without prejudice to any of the interests involved.

In the Matter of the Investigation and Suspension of Advances in Rates by Carriers for the Transportation of Rice and Rice Products. (21 I. C. C. Rep., 124.)

1993. Rates on rice and rice products should be the same from Orange and Beaumont, Tex., via Galveston by rail and ocean to North Atlantic ports. These rates on such articles in carloads should not exceed the corresponding rates from Houston by more than 3 cents per 100 pounds. The difference between carload rates and less-than-carload rates from Beaumont and Orange to said destinations ought not to exceed 10 cents per 100 pounds.

Henry E. Meeker and Caroline H. Meeker, Copartners, Trading as Meeker & Company, *v.* Lehigh Valley Railroad Company. (21 I. C. C. Rep., 129.)

1994. Upon shipments of anthracite coal made by complainants from the Wyoming region in Pennsylvania to Perth Amboy, N. J., during the period from November 1, 1900, to August 1, 1901, the rates collected by defendant were unjustly discriminatory and resulted in damage to complainant, for which reparation will be awarded.

1995. Defendant's present rates for the transportation of anthracite coal in carloads from the Wyoming region in Pennsylvania to Perth Amboy, N. J., of $1.55 per gross ton on prepared sizes, $1.40 on pea coal, and $1.20 on buckwheat coal, found unreasonable to the extent that they exceed $1.40 on prepared sizes, $1.30 on pea coal, and $1.15 on buckwheat coal, which latter rates are established as maxima for the future, reparation to be awarded on basis of the latter rates as to shipments made by complainants since August 1, 1901.

Racine-Sattley Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 164.)

1996. Reparation formerly awarded in this case having been paid, complaint is dismissed without expressing any opinion upon the reasonableness of the rate.

American Hay Company *v.* Lehigh Valley Railroad Company. (21 I. C. C. Rep., 166.)

1997. Complainant has a hay shed at Townley, N. J., on the defendant's line. For the service rendered the complainant at that place in the stopping, switching, and reconsignment of cars the defendant charges $2 per car. Complainant alleged that this charge is unreasonable, excessive, and unduly discriminatory and asked reparation on past shipments and an order establishing a lower charge for the future. The evidence fails to show that the charge is unreasonable or excessive and the only discrimination shown has been corrected. Parties required to file statement covering the cars moved during the period of discrimination upon which an order of reparation may be based, and the case retained until such order can be issued.

Texas Brewing Company *v.* Atchison, Topeka & Santa Fe Railway Company et al. (21 I. C. C. Rep., 171.)

1998. Upon the facts disclosed by the record; *Held*, That defendants' rates of 48 cents per 100 pounds on malt in carloads from Chicago, Ill., and Milwaukee, Wis., and 53 cents from Minneapolis, Minn., to Fort Worth, Tex., are unreasonable so far as they exceed 34½ cents from Chicago, 35½ cents from Milwaukee, and 38 cents from Minneapolis, which latter rates are prescribed for the future.

Murphy Brothers *v.* New York Central & Hudson River Railroad Company. (21 I. C. C. Rep., 176.)

1999. The assessment at New York City of track-storage charges for the same period during which demurrage charges are waived on account of weather interference held to be unjust and unreasonable.

Willamette Pulp & Paper Company *v.* Boston & Albany Railroad Company et al. (21 I. C. C. Rep., 178.)

2000. Rate of $2.60 per 100 pounds for the transportation of rubber-covered iron paper-mill rolls, in less-than-carload quantities, from Boston to Portland and Albina, Oreg., held to have been unreasonable so far as it exceeded $1.75. Reparation awarded.

Minneapolis Threshing Machine Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 181.)

2001. Shipper furnished two shorter flat cars in lieu of 50-foot flat car ordered; *Held*, That charges should be assessed on basis of the rate and minimum applicable to the car ordered. Reparation awarded.

Ridgewood Coal Company *v.* Lehigh Valley Railroad Company. (21 I. C. C. Rep., 183.)

2002. Upon the facts of record; *Held*, That the switch connection asked for by complainant with its coal mine near Wilkes-Barre, Pa., is reasonably practicable and can be put in with safety. Connection ordered under provisions of section 1 of the act to regulate commerce.

W. S. Duncan & Company et al. *v.* Nashville, Chattanooga & St. Louis Railway et al. (21 I. C. C. Rep., 186.)

2003. In the original report and order in this case, 16 I. C. C. Rep., 590, it was found, among other things, that the reshipping or rebilling privilege permitted in the tariffs of defendants on grain, grain products, and hay at Nashville, Tenn., was unlawful, and accorded to that city undue and unreasonable preference and advantage and subjected complainant cities to undue and unreasonable prejudice and disadvantage, and the carriers were ordered to cease and desist from further permitting such transit or reshipping privilege. The order was suspended pending an investigation by the Commission, upon its own initiative, of the evils attendant upon transit privileges generally. When the report in that case was made in *In the Matter of Substitution of Tonnage at Transit Points*, 18 I. C. C. Rep., 280, and the privilege as it had obtained theretofore at Nashville was modified in accordance with the report, a further hearing was granted in this case to ascertain whether or not the existence of the privilege at Nashville, while denied at all other points south of the Ohio River and east of the Mississippi, constituted an unreasonable preference or advantage and undue and unreasonable prejudice and disadvantage in violation of section 3 of the act to regulate commerce.

2004. After further hearing and oral argument on this particular issue; *Held*, That the matters and things complained of herein constitute a violation of section 3 of the act to regulate commerce.

Bon Marche *v.* Central Railroad Company of New Jersey et al. (21 I. C. C. Rep., 195.)

2005. Charges collected by defendants for transportation of a carload of enameled ware and granite ironware from Newark, N. J., to Seattle, Wash., found to have been in excess of the amount which could lawfully be charged under the tariff. Reparation awarded.

Northern Wisconsin Produce Company *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Company. (21 I. C. C. Rep., 197.)

2006. Demurrage was improperly assessed on a car which the carrier refused to place, although complainant was prepared to accept delivery. Reparation awarded.

In the matter of the investigation and suspension of advances in rates by express companies for the transportation of liquor. (21 I. C. C. Rep., 199.)

2007. The requirement of the official express classification to the effect that liquor transported by express shall be packed in corrugated paper cartons of specified construction found not unreasonable.

2008. The use of arbitrary weights as the basis of charges for the transportation of liquor by express found unreasonable.

2009. Supplement No. 6 to official express classification No. 20, superseding supplement No. 2 to official express classification No. 20, and supplement No. 2 to exceptions issue No. 3, Southern Express Company, as to the transportation of liquor is approved, and withdrawal of superseded classifications authorized.

Ontario Iron Ore Company *v.* New York Central & Hudson River Railroad Company et al. (21 I. C. C. Rep., 204.)

2010. Upon all the facts disclosed by the record, the Commission is of the opinion that the present rate of $1.90 per gross ton for the transportation of iron ore in carloads from Lakeside, N. Y., to Earlston, Pa., is unjust and unreasonable, and that a reasonable rate should not exceed $1.60 per gross ton. Reparation awarded.

In the matter of transportation by the Chesapeake & Ohio Railway Company et al. (21 I. C. C. Rep., 207.)

2011. There is no arrangement for continuous carriage or shipment from one state to another between a carrier by railroad and a carrier by water not subject to the act, when shipments by railroad, entirely within one state, are consigned in care of a carrier by water which acts as agent of the consignee at a port in that state and the carrier by water transports said consignments to a point in another state, such ultimate destination not appearing in the rail carrier's bill of lading.

Clearfield Lumber Company et al. *v.* Chesapeake & Ohio Railway Company et al. (21 I. C. C. Rep., 211.)

2012. It appears that in the past the rates on lumber on both the Lexington and Big Sandy divisions of the Chesapeake & Ohio Railroad Company were based upon Ashland; but in October, 1909, the lumber rate from Meek, Ky., on the Big Sandy division was reduced 3 cents per 100 pounds, whereas the rates on the Lexington division were unchanged. Subsequently the Chesapeake & Ohio readjusted the rates so as to make the arbitraries the same on both divisions; *Held*, That such action of that defendant is a practical admission upon its part that the present relation is a fair one, and that reparation must be allowed.

St. Louis Blast Furnace Company *v.* Virginian Railway Company et al. (21 I. C. C. Rep., 215.)

2013. Reparation awarded because the sum of the intermediate rates for the transportation of coke in carloads from Deepwater, W. Va., to Carondelet, Mo., was less than the joint rate applied to the traffic.

Victor Manufacturing Company et al. *v.* Southern Railway Company et al. (21 I. C. C. Rep., 222.)

2014. Rate of $1.95 per ton for the transportation of coal from Coal Creek, Tenn., to Spartanburg, S. C., found to be unreasonable and rate of $1.85 prescribed.

2015. Carriers left to work out proper readjustment of rates and differentials, and no order made fixing a differential to apply to the Virginia fields over Coal Creek.

Alabama Coal Operators Association *v.* Southern Railway Company et al. (21 I. C. C. Rep., 230.)

2016. On shipments of coal to points in Georgia, South Carolina, and Florida, Birmingham, Ala., takes differentials, under Coal Creek, Tenn., varying from 15 to 70 cents per ton. Upon complaint of the Birmingham coal operators seeking to have these differentials increased; *Held*, That the present adjustment is not shown to be either unreasonable or unjustly discriminatory.

2017. Under the conditions described in the record, rate construction on a per-ton-per-mile basis would give to distance an exaggerated influence, resulting in relatively prohibitive rates beyond certain distances and the elimination of competition.

2018. The realms of commercial activity of a producing point can not be limited to a definite radius and all other producers excluded therefrom. Nor can differentials be computed at a fixed rate per mile.

Wheeler-Holden Company *v.* Louisville & Nashville Railroad Company. (21 I. C. C. Rep., 237.)

2019. Rate charged for the transportation of crossties in carloads from Yaden, Ky., to Cincinnati, Ohio, found to have been unreasonable. Reparation awarded.

2020. As the rate demanded was collected without tariff authority, demurrage charges accruing during determination of dispute as to rate ordered to be refunded.

W. O. Kay Company *v.* Denver & Rio Grande Railroad Company. (21 I. C. C. Rep., 239.)

2021. Demurrage and switching charges were assessed on each of two cars into which a single carload shipment had been transferred en route, because point of destination was located on a narrow-gauge track; *Held*, That the shipment should be regarded as a one-car shipment for the purpose of assessing demurrage and switching charges. Reparation awarded.

Swift & Company *v.* Baltimore & Ohio Railroad Company et al. (21 I. C. C. Rep., 241.)

2022. The tariffs of the Baltimore & Ohio Railroad Company provided that the import rate should not apply unless traffic was stored in bonded warehouses or delivered to the carrier at the ship side. The tariff further stated that storage would be accorded by the Baltimore & Ohio in its bonded warehouses provided room is available; *Held*, That the tariff provision was unjustly discriminatory, in that it provided that storage would be given when available.

A. D. Radinsky *v.* Oregon Short Line Railroad Company et al. (21 I. C. C. Rep., 243.)

2023. Complainant misdescribed a carload of junk as scrap iron. The nature of the shipment was discovered en route by inspection and the lawful rate was collected. This feature of the case will form the subject of further inquiry under the criminal provisions of the act.

2024. Rate of $9.60 per ton on junk from Hanna, Wyo., to Salt Lake City, Utah, found unjust and unreasonable in so far as it exceeded $6 per ton. Reparation awarded.

A. B. Hood *v.* Great Northern Railway Company et al. (21 I. C. C. Rep., 246.)

2025. A mixed carload shipment by a ranchman from Portland, Oreg., to Chester, Mont., consisted in part of 36 spools of barbed wire; *Held*, That the wire was entitled to the rate prescribed for emigrants' movables.

Roberts Cotton Oil Company *v.* Illinois Central Railroad Company et al. (21 I. C. C. Rep., 248.)

2026. Defendants maintain or participate in rates on cottonseed oil in carloads from St. Louis, Mo., and East St. Louis, Ill., to Chicago, Ill., Louisville, Ky., and Cincinnati, Ohio, which are relatively lower than the rates from Cairo, Ill., to the same destinations; but the lower rates from St. Louis and East St. Louis are made by lines which do not reach Cairo, and

defendants can not control the rates from these points; *Held*, That the rates from Cairo are not shown to be unreasonable, and defendants are not guilty of undue prejudice against that point within the meaning of section 3 of the act to regulate commerce.

In the Matter of the Investigation and Suspension of Advances in Rates by Carriers for the Transportation of Locomotives and Tenders Named in a Schedule Filed with the Interstate Commerce Commission. (21 I. C. C. Rep., 252.)

2027. Original order in this case modified.

Robertson Paper Company *v.* Boston & Maine Railroad et al. (21 I. C. C. Rep., 254.)

2028. Complaint seeks recovery of damages arising out of a shipment of paper from Bellows Falls, Vt., to Chattanooga, Tenn.; *Held*, That the rate applicable to manila wrapping paper in the form in which this paper was shipped should have been applied to this shipment. Reparation awarded.

Detroit Traffic Association *v.* Lake Shore & Michigan Southern Railway Company et al. (21 I. C. C. Rep., 257.)

2029. The reconsignment charge of $3 per car exacted by defendants at Detroit, Mich., on bituminous coal originating at points in Ohio and elsewhere and forwarded to various Michigan points, found to be unreasonable in itself, and a reconsignment charge of $2 per car prescribed for the future.

J. H. Winterbotham & Sons, Incorporated, *v.* Missouri Pacific Railway Company et al. (21 I. C. C. Rep., 266.)

2030. Carload rate of 16 cents per 100 pounds on staves and heading from McNab and Fulton, Ark., to Cairo and Thebes, Ill., not found to have been unreasonable.

Beekman Lumber Company *v.* St. Louis & San Francisco Railroad Company et al. (21 I. C. C. Rep., 270.)

2031. Carriers, buying what will ultimately become company material, contract with shippers located off their lines and agree that if the vendor will bill the shipment beyond a designated junction point, where their own lines and the lines of the initial carriers meet, that, of the joint through rate, the purchasing carrier will absorb its own division, the shipper assuming only that portion of the joint through rate which accrues to the initial carriers as their division of the rate up to the junction point designated in the billing. This practice results in the application of a portion of a joint rate from the point of origin to point of destination, to wit, that portion from point of origin to the junction point, for the use of a particular shipper which is not published for the benefit of the public at large nor filed with the Interstate Commerce Commission under section 6 of the act. Contracts providing for such rates held to be in violation of law. Practice condemned and complaint dismissed.

2032. Nothing herein is to be construed as denying to carriers themselves the benefit of divisions of through rates on company material according to lawfully published tariffs. See *In the Matter of Restricted Rates*, 20 I. C. C. Rep., 426.

Beekman Lumber Company *v.* Mississippi Central Railroad Company et al. (21 I. C. C. Rep., 276.)

2033. Reparation awarded upon the facts established by the record, not upon the allegations of the complaint. Contracts between shippers and carriers which look to the imposition of unpublished divisions of joint rates condemned. Tariffs declared incomplete and improper which impose a division of a joint rate upon the inbound portion of a transit shipment, but omit to state what that division is.

Beekman Lumber Company *v.* Louisiana Railway & Navigation Company et al. (21 I. C. C. Rep., 280.)

2034. Reparation awarded for damages resulting from misrouting shipments of lumber consigned to consignee carrier.

Board of Railroad Commissioners of the State of Kansas *v.* Adams Express Company et al. (21 I. C. C. Rep., 283.)

2035. Present rule of defendants respecting the weights at which shipments of dressed poultry are billed when packed in ice found unreasonable, and

defendants ordered to establish a rule providing that shipments of dressed poultry when packed in ice shall be billed at 25 per cent less than their gross weight, but in no case at less than the net weight of the poultry, as invoiced by the shipper, plus the weight of the container.

Auto Vehicle Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 286.)

2036. First-class rate for transportation of metal automobile parts in carloads from Milwaukee, Wis., to Los Angeles, Cal., found unreasonable to the extent that it exceeds the fourth-class rate, which is prescribed for the future. Reparation awarded.

Switzer Lumber Company *v.* Texas & New Orleans Railroad Company et al. (21 I. C. C. Rep., 290).

2037. A carrier is liable for damages resulting from a disregard of a shipper's specific routing instructions, even though it sends the shipment via a route taking a lower rate to the original billed destination.

2038. A strict compliance with routing instructions relieves a carrier from liability for misrouting, and it is no part of a carrier's duty to speculate upon the reasons which actuated such instructions and to assume that they do not express the shipper's desire.

Portland Lumber Company et al. *v.* Oregon-Washington Railroad & Navigation Company et al. (21 I. C. C. Rep., 292.)

2039. It appears that lumber from complainants' mills on the Yamhill division of the Southern Pacific Company, at Jefferson street, Portland, Oreg., is not within the switching limits, but pays higher rates than lumber from other Portland mills; *Held*, That defendants should not be required to embrace complainants' mills within the switching limits of Portland, but that reduced rates should be established from such mills to certain named territories.

2040. Lumber rates from complainants' mills to Utah common points should be the same as from other Portland mills, but to points in southern Idaho and Montana should be somewhat higher than from other Portland mills.

2041. Through route and joint rate established from complainants' mills on lumber to points in Washington and northern Idaho.

California Commercial Association *v.* Wells Fargo & Company. (21 I. C. C. Rep., 300.)

2042. Defendant ordered not to make the ownership of property tendered it for transportation a condition to the application of any of its rates.

Manufacturers Railway Company et al. *v.* St. Louis, Iron Mountain & Southern Railway Company et al. (21 I. C. C. Rep., 304.)

2043. The Manufacturers Railway Company is a common carrier at common law and therefore within the provisions of section 1 of the act to regulate commerce, and the payment to it of a reasonable portion of the St. Louis rates for the terminal switching services rendered by it is not unlawful.

2044. The act to regulate commerce limits its application, with respect to the transportation by rail of persons and property, to carriers by rail, or partly by rail and partly by water, which are "common carriers." The act does not define what is necessary to constitute a person or corporation a common carrier, nor does it empower the Commission to lay down the tests. It follows that the expression "common carriers" used by the legislature means those carriers which are common carriers at common law and which have complied with such requirements as may have been imposed by constitutional or legislative authority.

2045. The cancellation from their tariffs by defendants of all divisions and absorptions which have been for many years allowed the Manufacturers Railway, and which have been included in the St. Louis rates, has subjected complainant shippers to the payment of unjust and unreasonable charges and to undue discrimination and disadvantage.

2046. The principles announced by the Commission in *In the Matter of Divisions of Joint Rates and other Allowances to Terminal Railroads*, 10 I. C. C. Rep., 385; *General Electric Co.* v. *N. Y. C. & H. R. R. R. Co.*, 14 I. C. C. Rep., 237; *Solvay Process Co.* v. *N. Y. C. & H. R. R. R. Co.*, 14 I. C. C. Rep., 246; *Crane R. R. Co.* v. *P. & R. Ry. Co.*, 15 I. C. C. Rep., 248; *Crane Iron Works* v. *C. R. R. Co. of N. J.*, 17 I. C. C. Rep., 514, in respect

to the amount of allowances to carriers the lines of which are owned by those whose industries are served in connection with other carriers, and the character of the services for which lawful allowances may be made, adhered to.

2047. This case will be set down for further hearing, for the purpose of determining the amount of charges for the services of complainant carrier which will be just and reasonable and free from undue discrimination.

United States Leather Company et al. *v.* Southern Railway Company et al. (21 I. C. C. Rep., 323.)

2048. Advanced rates for the transportation of products of southern tanneries to northern markets found to be unreasonable, and defendants required to maintain for two years rates not exceeding those formerly in force.

2049. As the complaint fails to point out any discrimination of which defendants are guilty and does not ask that any discrimination be corrected, the Commission declines to consider that issue at this time.

2050. Leave granted complainants to file supplemental complaint for reparation upon basis of old rates.

Railroad Commission of Nevada *v.* Southern Pacific Company et al. (21 I. C. C. Rep., 329.)

2051. Previous order herein as to class rates from points in eastern defined territory to points in Nevada allowed to stand; but as to commodity rates an adjustment of the relation between such rates to the Pacific coast and the rates to interior Nevada points should be made under construction of present fourth section.

2052. Comparison of provisions of old fourth section and new fourth section made, and the varying views considered and discussed; and the amended fourth section held to be a provision of law within the proper scope of congressional jurisdiction.

2053. The proviso authorizing this Commission to permit exceptions to the general prohibition of the fourth section is not a grant of arbitrary or absolute power, but its exercise must be limited and conditioned upon the presence in special cases of conditions and circumstances which would make such exceptions legal and proper and in no wise antagonistic to other provisions of the act.

2054. It must be affirmatively shown by the carriers seeking such exception that injustice will not be done to intermediate points by allowing lower rates at the more distant points.

2055. The intendment of the amended law is to make its prohibition of the higher rate for the shorter haul a rule of well-nigh universal application from which this Commission may deviate only in special cases and then to meet transportation circumstances which are beyond the carriers' control.

2056. Survey of the facts involved in the transcontinental situation made; history of the long-fought struggle between the transcontinental railroads and the ocean carriers given; leading up to the present basis of rail rates from the Atlantic seaports to the Pacific coast; and *Held,* That in the light of this history it is not to be gainsaid that the transcontinental lines must give consideration to sea competition.

2057. Upon the facts disclosed by the record; *Held,* That the carriers herein involved have not shown that undue discrimination was not effected by their rate adjustment between points in Nevada and points in California, nor have they established that the rates to the coast cities, if extended by them from eastern points outside the zone of water influence, are not fully compensatory. Transcontinental carriers ordered to readjust their present rates from eastern defined territories to intermediate points as compared with such rates from said territories to Pacific coast points.

Oshkosh Traffic Association et al. *v.* Chicago & North Western Railway Company et al. (21 I. C. C. Rep., 385.)

2058. Present combination rates on sash, doors, and blinds from certain producing points in Wisconsin to various points in central freight association territory found unreasonable, and reasonable through rates prescribed for the future.

Oregon & Washington Lumber Manufacturers Association *v.* Southern Pacific Company et al. (21 I. C. C. Rep., 389.)

2059. Rate of $5 per ton on rough green fir lumber and lath from points in the Willamette Valley, except from the Wendling Branch, to San Francisco

and bay points found unreasonable, and rate of $3.50 per ton prescribed for the future. Rate from the Wendling Branch and from stations upon the west bank of the Willamette River should not exceed $3.75 per ton.

2060. Foregoing rates are not applied to mills located within the city of Portland which take a uniform rate of $5 per ton upon all kinds of lumber. *S. P. Co.* v. *I. C. C.*, 219 U. S., 433, cited and distinguished.

G. W. Jones Lumber Company *v.* Transcontinental Freight Bureau et al. (21 I. C. C. Rep., 397.)

2061. Proposed rate of 85 cents per 100 pounds for the transportation of hardwood lumber, staves, and headings in carloads from Chicago territory and west to Pacific coast found unreasonable, and a 75-cent rate established for the future.

City of Sopkane et al. *v.* Northern Pacific Railway Company et al. (21 I. C. C. Rep., 400.)

2062. The financial statements prepared by the carriers and the Commission for the purpose of ascertaining the loss in revenue which would result from applying rates found to be reasonable by the Commission in its opinion of June 7, 1910, disclose nothing which changes the opinion as to the reasonableness of the rates then suggested. So far as that element is concerned there is no reason why those rates should not now be established.

2063. Since the promulgation of that opinion the fourth section has been amended. Inasmuch as the gravamen of the complaint of the city of Spokane and to some extent of Salt Lake City was directed against the violation of the fourth section, it it necessary to again inquire whether, under the amended fourth section, the relief to which those communities are entitled can now be granted.

2064. The complainants contend that the proviso in the amended section, permitting the Commission to authorize in particular instances the charging of a higher rate at the intermediate point, is void as a delegation of legislative authority; that it should be rejected and the section applied by the Commission as though it were an absolute long-and-short-haul prohibition. This contention is not sustained.

2065. The defendants contend that the only effect of the amendment is to cast upon the carriers the burden of assuming the initiative in justifying the higher rate at the intermediate point. If upon investigation it is found that competition exists at the more distant point and not at the intermediate point, then the Commission must, without further inquiry, grant the relief asked for; if no such competition exists, it must deny the application. This contention is not sustained.

2066. In amending the fourth section by striking out the words "similar circumstances and conditions" Congress intended to invest the Commission with authority not only to determine whether a wrong results from the disregard of the long-and-short-haul provision, but also to correct that wrong if found to exist.

2067. In determining whether the carrier shall be permitted to make the higher intermediate charge, the Commission can not act arbitrarily, but must apply the principles which control it in the administration of the other portions of the act. It must inquire whether the maintenance of the higher intermediate rate will result in unreasonable charges or unjust discriminations. If so, the permission must be refused; otherwise it must be granted.

2068. The Commission may prescribe in any way that is definite and certain the extent to which the intermediate rate may exceed the long-distance rate in cases where this is necessary to prevent unreasonable rates or unjust discriminations.

2069. In dealing with the situation presented by these cases and the applications of the carriers the United States has been divided into five zones. From zone 1 westbound rates must not be higher at any intermediate point than to a more distant point. From zone 2 the rates to intermediate points may exceed those to more distant points by not over 7 per cent; from zone 3 by not over 15 per cent; and from zone 4 by not over 25 per cent. No opinion is expressed as to zone 5.

The Commutation Rate Case. (21 I. C. C. Rep., 428.)

2070. The origin and history of commutation fares considered, and the distinction between such traffic and other passenger traffic discussed; and *Held*, That

commutation traffic stands by itself as a special and distinct kind of service for which the carrier may demand no more than a reasonable compensation.

2071. Upon complaint alleging that the new commutation fares of the defendants between New York City and certain near-by interstate points are unjust and unreasonable; *Held*, That the fares of the defendant, the Pennsylvania Railroad Company, are excessive and unlawful; but taking a broad view of the matter, and considering it from the standpoint of the carriers as well as from the standpoint of the commuters, the increased fares of the other defendants are not found to be unreasonable except in the particular cases specified in the report.

W. C. Sterling & Son Company *v.* Michigan Central Railroad Company et al. (21 I. C. C. Rep., 451.)

2072. Initial carrier misrouted shipment, and to obtain delivery called for in bill of lading consignee drayed shipment to its plant at its own expense. Former rulings of the Commission modified and reparation awarded to cover the drayage charge. Overcharge above tariff rate discovered, which should be refunded without order of the Commission.

In the Matter of Investigation and Suspension of Advances in Rates by Carriers for the Transportation of Lumber, Shingles, and Other Forest Products from Points on the Tacoma Eastern Railroad to Various Eastern Destinations. (21 I. C. C. Rep. 455.)

2073. Supplements canceling existing through rates for transportation of lumber, shingles, and other forest products from points on the Tacoma Eastern Railroad to various eastern destinations on the lines of the Northern Pacific Railway Company, the Chicago, Burlington & Quincy Railroad Company, and the Chicago & Northwestern Railway Company found unreasonable, and maintenance of the existing rates ordered for the future.

H. W. Joynes et al. *v.* Pennsylvania Railroad Company. (21 I. C. C. Rep., 458.)

2074. Complainants allege that the Pennsylvania Railroad Company's present track storage tariffs applicable to cars detained in its produce yards at Pittsburgh, Pa., are unreasonable and unduly prejudicial because of failure to provide for certain exemptions from the charges therein prescribed. Reaffirming *Wilson Produce Co.* v. *P. R. R. Co.*, 14 I. C. C. Rep., 170, and *Same* v. *Same*, 16 I. C. C. Rep., 116, the complaint is dismissed.

Standard Oil Company *v.* Chicago Terminal Transfer Railroad Company et al. (21 I. C. C. Rep., 460.)

2075. Complainant asks reparation on account of alleged unreasonable charges for transportation of eight carloads of petroleum oil from Whiting, Ind., to Bear Springs, Tenn. Shipments were delivered more than two years before complaint was filed. Following *Blinn Lumber Co.* v. *S. P. Co.*, 18 I. C. C. Rep., 430; *Held*, That said claims are barred by the statute of limitations.

C. & W. Lumber Company *v.* Tallulah Falls Railway Company et al. (21 I. C. C. Rep., 462.)

2076. A rate limited to shipments for delivery within the New York lighterage limits does not apply on shipments ordered to be deliverd outside of those limits. Complaint dismissed.

Sawyer & Austin Lumber Company *v.* St. Louis, Iron Mountain & Southern Railway Company et al. (21 I. C. C. Rep., 464.)

2077. Rate of 14 cents per 100 pounds on yellow-pine lumber and the products thereof, which take yellow-pine lumber rates, from Pine Bluff, Ark., to Memphis, Tenn., found to be unreasonable and a rate of 11 cents established for the future.

E. R. Richards *v.* Northern Pacific Railway Company et al. (21 I. C. C. Rep., 468.)

2078. Reparation claimed on a carload of hay shipped from Brainerd, Minn., to Tampa, Fla., on ground that car could not be loaded to minimum. Reparation denied.

B. F. Roden Grocery Company *v.* Alabama Great Southern Railroad Company. (21 I. C. C. Rep., 469.)

2079. A carload of canned goods was shipped from Troutville, Va., to Birmingham, Ala., under an "order-notify" bill of lading. Delivering carrier placed the car on its team track, where, after notice, the car was held subject to consignee's order. Under such conditions the car was liable to demurrage charges after the lapse of 24 hours free time allowed for reconsignment or switching orders.

Milwaukee-Waukesha Brewing Company *v.* Chicago & North Western Railway Company. (21 I. C. C. Rep., 472.)

2080. Rate of 6 cents per 100 pounds on beer in carloads from Waukesha, Wis., to Chicago, Ill., found to be unreasonable in so far as it exceeds 5 cents per 100 pounds. Reparation awarded.

Larson Lumber Company *v.* Great Northern Railway Company. (21 I. C. C. Rep., 474.)

2081. Owing to defect in defendant's tariff naming a rate on lumber from Bellingham, Wash., to Hague, Emmons County, N. Dak., complainant was led to believe that a lower rate applied via the line of defendant than was actually in effect, and for this reason made shipment via defendant's line instead of using another line by which a lower rate was in force; *Held*, That complainant is entitled to damages in the amount of the difference between the rate which it was compelled to pay and the rate which it would have paid had it not been induced to use defendant's line by reason of the error in the tariff.

Iowa Paint Manufacturing Company *v.* Minneapolis & St. Louis Railroad Company et al. (21 I. C. C. Rep., 477.)

2082. Complainant shipped in one car more than the minimum carload weight of dry-earth paint, a small quantity of paint in oil, and a small quantity of lampblack from Fort Dodge, Iowa, to Butte, Mont. There was a carload rate of 87.6 cents on the dry-earth paint and a rate of $1.215 on mixed paints in carloads, but no specific rates in less than carloads on the paint in oil or the lampblack. Upon the aggregate weight of the dry-earth paint and paint in oil defendants assessed the carload rate of $1.215, applicable to mixed paints, while the l. c. l. class rate was assessed upon the lampblack; *Held*, That the carload rate of 87.6 cents should have been collected upon the dry-earth paint and the less-than-carload rate upon each of the other commodities. Order for reparation held in suspense pending proof of complainant's interest therein.

Fond du Lac Church Furnishing Company *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 481.)

2083. The complainant did not pay the freight charges upon the shipment described in its complaint and therefore is not entitled to reparation.

2084. Church altars when so knocked down for shipment as to occupy materially less space in a car than when set up should be rated not higher than first class.

American Manufacturing Company *v.* Louisville & Nashville Railroad Company et al. (21 I. C. C. Rep., 483.)

2085. Pieces of iron that may be manufactured into various articles without remelting should not be classed as scrap iron under the definition contained in the southern classification, which provides that scrap-iron rates will apply only upon scraps and pieces of iron and steel which have value for remelting purposes only. Complaint dismissed.

Harrah & Stewart Manufacturing Company *v.* Atchison, Topeka & Santa Fe Railway Company et al. (21 I. C. C. Rep., 484.)

2086. Upon the facts disclosed by the record; *Held*, That defendants' rate for the transportation of broom corn in carloads from Higgins, Lipscomb county, Tex., to Des Moines, Iowa, is unreasonable so far as it exceeds 55 cents per 100 pounds. Reparation awarded.

C. W. Hull Company *v.* Missouri Pacific Railway Company et al. (21 I. C. C. Rep., 486.)

2087. Tariff rule providing minimum weight of 50,000 pounds on brick subject to rule "Except when marked capacity of car is less, in which event the

marked capacity of the car will govern" was construed by carrier to vary the minimum only when carrier was unable to furnish cars of the prescribed capacity; *Held*, That the rule so construed was unfair and should have provided that when shipper ordered car of certain capacity and the carrier for its own convenience furnished a car of greater capacity than that ordered, the capacity of the car ordered should be applied subject to actual weight if in excess.

Gus C. Keller *v.* St. Louis Southwestern Railway Company et al. (21 I. C. C. Rep., 488.)

2088. A rowboat from which the oarlocks, seats, and oars have been removed is not "knocked down flat," and can not take a rate limited to rowboats so described.

2089. The classification which accords boats, n. o. s., 4 times first class rates, not found to be unreasonable or unlawful.

T. M. Sinclair & Company, Limited, *v.* Chicago, Milwaukee & St. Paul Railway Company et al. (21 I. C. C. Rep., 490.)

2090. Complaint alleges unjust discrimination against complainant, against Cedar Rapids, Iowa, and against the commodities, fresh meats, and other packing-house products from slaughtered hogs, in that defendants' charges for transportation of live hogs from points in Iowa to New York, Boston, etc., are lower than the charges for the transportation of the dressed meats and products of hogs.

2091. Rates on live hogs west of the Mississippi River and west of Chicago are as a rule the same as or higher than the products rates. On the lines east of the Mississippi River and east of Chicago, the rates on the products are higher than on the live hogs, and this fact is alleged to result in unjust discrimination against the products. It is alleged that defendants have undertaken to establish and undertake to maintain commercial parity between complainant and eastern packers regardless of natural conditions, location, or commercial advantage, and without regard to cost of service to the carriers.

2092. There is competition between complainant and packers located at New York, Boston, etc., and the defense here is that the rates complained of are commercially adjusted. The issue is purely one of discrimination. No complaint is made as to the unreasonableness of any rate *per se*, and no showing is tendered that any rate is too high. On the contrary, it is suggested by complainant that the rates on live hogs to the east be raised. The Commission is without power to order an increase in any rate. Packers at Missouri River points, at Chicago, New York, and at Boston have not been heard in this proceeding. There should be a definite relationship between the rates on live hogs and on the products thereof based upon transportation conditions and not upon commercial equality, but on the issues here presented and in the absence of vitally interested parties as well as the absence of allegation that any particular rate is unreasonable, no finding can here be made as to that relationship.

2093. In the purchase of live animals as well as in marketing the several products thereof, there is active, actual, and keen competition between the packers at the Missouri River points and those at Chicago and complainant; *Held*, That it is unjustly and unduly discriminatory against complainant for defendants to maintain a greater spread between their rates on cured meats in boxes and cured meats in bulk, bags, or crates or between cured meats in boxes and fresh meats, from Cedar Rapids, to New York and New York rate points, or from Cedar Rapids to Boston and Boston rate points, than they contemporaneously maintain in the rates from Missouri River points, or from Chicago to New York and New York rate points, and to Boston and Boston rate points.

Oster Brothers *v.* Morgan's Louisiana & Texas Railroad & Steamship Company et al. (21 I. C. C. Rep., 511.)

2094. A rate of three and one-half times first class charged for the transportation of a two-horse freight wagon with fixed stakes, crated, but with wheels shipped uncrated, from New Orleans, La., to San Antonio, Tex., found unjust and unreasonable in so far as it exceeded double first class. Reparation awarded.

Brown Brothers Manufacturing Company *v.* Chicago, Burlington & Quincy Railroad Company. (21 I. C. C. Rep., 513.)

2095. In order to determine whether or not a particular article is properly rated under an existing classification, the Commission must have before it information of such definite character as will warrant a finding in respect of disputed questions of fact. No testimony having been introduced on behalf of complainant by a witness having personal knowledge of the material facts involved, the complaint is dismissed.

W. H. Kenworthy & Son *v.* Union Pacific Railroad Company et al. (21 I. C. C. Rep., 515.)

2096. A charge of 72 cents per 100 pounds for transportation of flour in carloads from Hays, Kans., to South Tacoma, Wash., found to have been unjust and unreasonable so far as it exceeded 70 cents per 100 pounds. A reasonable joint rate established for the future. Reparation awarded.

Henry Heil Chemical Company *v.* Wabash Railroad Company et al. (21 I. C. C. Rep., 518.)

2097. The classification by defendants of earthenware crucibles at third class in less than carloads and fourth class in carloads, found to be unjust and unreasonable so far as it exceeds 20 per cent less than third class in less than carloads, and fifth class with a minimum weight of 30,000 pounds in carloads.

Ryland & Brooks Lumber Company *v.* Chesapeake & Ohio Railway Company et al. (21 I. C. C. Rep., 520.)

2098. Shipments of lumber from Mineral, Va., to Passaic, N. J., were routed by shipper "Erie R. R." In the absence of a joint through rate, via the Erie Railroad, the initial carrier routed shipments to a junction with that road via which the sum of the intermediate rates was 26 cents. Via another junction with the Erie the sum of the intermediate rates was 20½ cents; *Held*, That shipper was entitled to the lower combination of rates. Reparation awarded.

In the matter of the investigation and suspension of advances in rates by carriers for the transportation of cream and condensed milk. (21 I. C. C. Rep., 522.)

2099. Carriers from dairying districts of Ohio and Indiana, eastward to Pittsburgh, supplying domestic cream and condensed milk at Pittsburgh and centralizer cream at various intermediate centralizers, have applied for many years uniform rates to raw milk, cream, and condensed milk. By tariffs now under suspension it is proposed to increase the rates on cream and condensed milk approximately 50 per cent over the present raw-milk rates. Without suggesting any rule of general application as to the relation that should exist between the rates on these respective commodities under the varying conditions that may obtain in different territories; *Held*, That upon the particular facts and conditions disclosed by the present record the carriers have failed to sustain the burden of proof cast upon them by the amended law to show by competent evidence of justifying transportation conditions throughout the territory affected that the proposed increased rates are reasonable and just.

2100. Greater value alone is not conclusive of the reasonableness of a higher rate of freight on a given article than upon another commodity of the same general character, especially when all the incidents of transportation thereof except value are identical in the transportation of the less valuable commodity.

Whaley-Warner Lumber Company *v.* Carolina, Clinchfield & Ohio Railway. (21 I. C. C. Rep., 530.)

2101. Reparation awarded for damages caused by defendant's failure to properly route a shipment of lumber from Dungannon, Va., to Boston, Mass.

Carolina Portland Cement Company *v.* Chesapeake & Ohio Railway Company. (21 I. C. C. Rep., 533.)

2102. Rate of 22½ cents per 100 pounds for transportation of cement in carloads from Fordwick, Va., to Hope Mills, N. C., found to have been unreasonable so far as it exceeded 19½ cents per 100 pounds. Reparation awarded.

Buffalo Hardwood Lumber Company *v.* Baltimore & Ohio Southwestern Railroad Company. (21 I. C. C. Rep., 536.)

2103. Complaint asking reparation on account of failure of defendants to allow for the weight of water absorbed by certain shipments of lumber transported from Cincinnati, Ohio, to Buffalo, N. Y., dismissed.

Balfour, Guthrie & Company *v.* Oregon-Washington Railroad & Navigation Company. (21 I. C. C. Rep., 539.)

2104. Complainants ask that defendant be required to provide in its tariffs for reimbursement of shippers for repairs made on cars to fit them to hold grain in bulk; *Held*, That such an arrangement would be susceptible of use as a subterfuge for granting rebates, and that shippers should refuse to accept cars that are in such a state of disrepair as to render them unfit for use. Complaint dismissed.

Douglas & Company *v.* Chicago, Rock Island & Pacific Railway Company. (21 I. C. C. Rep., 541.)

2105. Petition for rehearing denied.

In the Matter of the Investigation and Suspension of Advances in Rates by Carriers Operating between the Mississippi and Missouri Rivers. (21 I. C. C. Rep., 546.)

In *Burnham-Hanna-Munger Dry Goods Co.* v. *C., R., I. & P. Ry. Co.*, 14 I. C. C. Rep., 299, reductions were ordered in the portions of the through rates on traffic under the first five classes applying from the Mississippi River to the Missouri River on shipments from Atlantic seaboard territory to the Missouri River. The order of the Commission was enjoined but was finally upheld by the Supreme Court of the United States in *Interstate Commerce Commission* v. *C., R., I. & P. Ry. Co.*, 218 U. S., 88. The rates prescribed were thereupon published effective October 26, 1910. The two-year limit of the Commission's order expired on November 10, 1910, and thereupon defendants filed increases in those rates restoring the rates which had been condemned. The proposed increases were suspended, and the reasonableness of same has been investigated in this proceeding.

In Docket No. 3684 the portions of the through rates on the same classes applying from the Mississippi River to the Missouri River on shipments from points east of the Indiana-Illinois state line other than Atlantic seaboard territory are attacked as unreasonable and unjustly discriminatory, and reparation on past shipments is prayed for; *Held:*

2106. That as to the proposed increased rates, defendants have to some extent sustained the burden of proof cast upon them by the statute.

2107. That the rates on shipments moving under the first five classes applying from the Mississippi River to the Missouri River as parts of the through rates on shipments from points east of the Indiana-Illinois state line other than Atlantic seaboard territory are unreasonable and discriminatory. Uniform rates applicable as parts of the through rates on shipments from all points east of the Indiana-Illinois state line from the Mississippi River crossings to the Missouri River cities prescribed.

2108. That reparation on past shipments be denied.

Leon E. Lum *v.* Great Northern Railway Company. (21 I. C. C. Rep., 558.)

2109. Upon motion of defendant to dismiss the complaint without further hearing; *Held*, That the Commission does not regard as material the allegation that complainant could not possibly ship ore within two years of the effective period of an order of this Commission. If the Commission prescribes a reasonable rate to-day for the movement of traffic which possibly may not move within two years, and the railway company refuses voluntarily to continue that rate for a period longer than two years, it becomes the plain duty of the Commission to institute a new investigation at the proper time and prescribe a rate which shall be just and reasonable under the circumstances and conditions prevailing at such time. Any man who is situated as is this complainant has a right to know what the lawful published rate on his proposed product is and will be for a reasonable period of time in the future. The Commission can not deny the right of the complainant to secure the publication of a rate in advance of far-reaching and consequential business arrangements which can be profitably made when predicated upon one rate, and which

can not possibly be made on a commercial basis when predicated upon a higher rate. The motion is overruled and the case will proceed to a determination in accordance with the act.

Simon Cook Company *v.* Wabash Railroad Company. (21 I. C. C. Rep., 563.)

2110. Rate of $1.25 per gross ton charged for transportation of two carloads of scrap iron from Walcottville, Ind., via Montpelier, Ohio, to Fort Wayne, Ind., not found to have been unreasonable on the facts of record. Complaint dismissed.

Colorado Tent & Awning Company *v.* Boston & Maine Railroad. (21 I. C. C. Rep., 565.)

2111. A commodity rate on cotton piece goods was applicable only when a certificate, signed by the shipper, was stenciled on the packages to the effect that the packages contained "only cotton piece goods as per commodity description." A shipment of such goods made in packages which were not so marked, but which upon examination by the carrier were found to contain only goods entitled to the commodity rate was nevertheless charged at the higher first-class rate; *Held*, That such higher rate was unreasonable to the extent it exceeded the commodity rate. Reparation awarded.

Drummond & Southwestern Railway Company *v.* Chicago, St. Paul, Minneapolis & Omaha Railway Company. (21 I. C. C. Rep., 567.)

2112. The demurrage charges involved in this case were properly collected under tariff authority.

W. F. Youngblood *v.* Texas & Pacific Railway Company. (21 I. C. C. Rep., 569.)

2113. Within two years from the date of delivery of the shipments covered by this complaint a firm of commission merchants, the consignees of said shipments, filed with the Commission an informal claim seeking reparation on account of the collection by defendants of a rate alleged to have been unreasonable. The claim set forth the material facts with sufficient particularity to bar the running of the statute of limitations. Upon further investigation of the matter it was found that the freight charges were actually paid by the consignor, the complainant in this proceeding, whose petition was not filed within two years from the time the cause of action accrued; *Held*, That the informal presentation of the claim by the consignee was sufficient to arrest the running of the statute, and the consignor is entitled to consideration of his complaint upon the merits.

2114. In 1904 the Texas & Pacific Railway Company canceled all joint interstate rates on live stock from points on its line, including a rate of 44 cents from Midland, Tex., to Kansas City, Mo., via the Texas & Pacific and Missouri, Kansas & Texas railways. In May, 1907, said joint rate of 44 cents was republished, but it was canceled on June 11, 1907, on account of disagreement between said carriers respecting the divisions of the rate. In December, 1907, when complainant's shipments moved, the rates assessed were the combination of intermediate rates upon Fort Worth, Tex., which exceeded the 44-cent rate formerly in force. A few months after the movement of these shipments defendants agreed upon divisions of the former rate of 44 cents, which was again published and is still in force; *Held*, That the rates assessed upon the shipments in question were unreasonable so far as they exceeded 44 cents per 100 pounds. Reparation awarded.

Merchants Freight Bureau of Little Rock, Ark., *v.* Missouri Pacific Railway Company. (21 I. C. C. Rep., 573.)

2115. Rates on petroleum and its products from Coffeyville, Kans., of 23 cents per 100 pounds to Fort Smith and Van Buren, Ark., and of 27 cents to Little Rock and Pine Bluff, Ark., found unreasonable, and lower rates prescribed for the future.

Jones Brothers Company *v.* Montpelier & Wells River Railroad. (21 I. C. C. Rep., 577.)

2116. Under the tariffs in force when the shipments involved in these cases were made the rates on building stone from Barre, Vt., to Paducah, Ky., and Birmingham, Ala., were lawfully applicable to the transportation of granite to be used in building a mausoleum, and defendants erred in assessing higher rates which were applicable to monumental stone.

Stephen M. Weld & Company *v.* Ocean Steamship Company of Savannah. (21 I. C. C. Rep., 581.)

2117. A provision in the tariffs of defendants to the effect that a charge shall be made for lighterage in New York Harbor of shipments of cotton weighing less than 24,000 pounds not found to be unreasonable. Complaint dismissed.

Goodman Manufacturing Company *v.* Chicago, Burlington & Quincy Railroad Company. (21 I. C. C. Rep., 583.)

2118. Two separate bills of lading were taken out by complainant covering two cars of machinery shipped on same day to same consignee. Under rule 8 of western classification defendants assessed charges thereon on basis of minimum carload weight for each; *Held*, That the rule was correctly applied and charges were properly assessed.

Lovelace Lumber Company *v.* Louisville & Nashville Railroad Company. (21 I. C. C. Rep., 585.)

2119. Rates on wooden tops for fruit boxes from Brewton, Ala., to points in the fruit-growing section of Michigan found unreasonable so far as they exceed the rates on lumber.

Southern Bitulithic Company *v.* Cleveland, Cincinnati, Chicago & St. Louis Railway Company. (21 I. C. C. Rep., 588.)

2120. Rate of 24 cents per 100 pounds charged for the transportation of two carloads of coal-tar pitch from Carthage, Ohio, to Birmingham, Ala., found to have been unreasonable so far as it exceeded a rate of 19 cents per 100 pounds contemporaneously applicable to asphalt in carloads. Reparation awarded.

In the matter of the investigation and suspension of advances in rates by carriers for the transportation of cement plaster from stations in Oklahoma to stations in Texas. (21 I. C. C. Rep., 591.)

2121. Upon the facts disclosed by the record; *Held*, That from Alva, Bickford, Ferguson, Okarche, Eldorado, Okeene, Southard, Roman Nose, and Watonga, Okla., to Fort Worth and Dallas, Tex., the rate upon cement plaster in carloads, minimum 40,000 pounds, should not exceed 13 cents per 100 pounds; and that from Cement, Marlow, Chambers, and McAlester, Okla., to Fort Worth and Dallas, Tex., the rate upon cement plaster in carloads, minimum 40,000 pounds, should not exceed 10 cents per 100 pounds.

2122. Under the fourth section of the act the defendants have filed with the Commission applications affecting the rates to intermediate points. These applications will be passed upon in due time and, therefore, no conclusions as to such rates are herein expressed.

Mountain Ice Company et al. *v.* Delaware, Lackawanna & Western Railroad Company. (21 I. C. C. Rep., 596.)

2123. Prior reparation orders awarded in various sums in these four cases for ununreasonable rates exacted for the transportation of ice from points in New Jersey and Pennsylvania to various interstate destinations rescinded, and additional orders of reparation issued on modified findings of fact.

Baker Manufacturing Company *v.* Chicago & North Western Railway Company. (21 I. C. C. Rep., 605.)

2124. Rate of $2 per gross ton on pig iron from Duluth, Minn., to Evansville, Wis., not found to be unreasonable.

2125. Rate of $1 per gross ton on pig iron from Chicago, Ill., to Evansville, Wis., found unreasonable so far as it exceeds 85 cents. Reparation denied.

Southern Queen Range Company *v.* Cincinnati, New Orleans & Texas Pacific Railway Company. (21 I. C. C. Rep., 608.)

2126. Joint second-class rate of $1 per 100 pounds for transportation of less-than-carload quantities of loose steel sheets, less than one-sixteenth of an inch in thickness, from Brackenridge, Pa., to Chattanooga, Tenn., found unreasonable so far as it exceeds the fourth-class rate of 65 cents per 100 pounds. Reparation awarded.

Floridin Company *v.* Seaboard Air Line Railway. (21 I. C. C. Rep., 610.)

2127. A carload of fuller's earth was shipped from Jamieson, Fla., and consigned by mistake of shipper to Hamburg, Germany, via Savannah, Ga. After

car moved, but before arrival at Savannah, the error was discovered and instructions given to forward car to Buffalo, N. Y., on the joint through rate from Jamieson to Buffalo. Defendants collected the sum of the intermediate rates and complaint was filed seeking reparation on basis of the through joint rate. Reparation denied.

E. J. Gorman *v.* Chesapeake & Ohio Railway Company. (21 I. C. C. Rep., 613.)

2128. Additional transportation charge paid by passenger on account of error of defendant's agent should be refunded.

George W. Signor Tie Company *v.* International & Great Northern Railroad Company. (21 I. C. C. Rep., 615.)

2129. The exception of hewn oak crossties from the application of lumber rates found to be unreasonable and unjustly discriminatory.

C. C. Follmer & Company *v.* Bellingham Bay & British Columbia Railroad Company. (21 I. C. C. Rep., 617.)

2130. A car of shingles arrived at Superior Dock, Wis., on November 2, consigned via a lake line. Tariff of boat line provided that shipments arriving after November 1 would be subject to forwarding all-rail at all-rail rates if in excess of available vessel capacity. The car was not accepted by the lake line and went forward all-rail. Reparation sought from rail carriers moving car to Superior and the water line for the difference between the all-rail and rail-and-water rates. There was no joint rate between the rail lines and the water line. Charges assessed not found to have been unreasonable. Complaint dismissed.

Buffalo Union Furnace Company et al. *v.* Lake Shore & Michigan Southern Railway Company. (21 I. C. C. Rep., 620.)

2131. At Cleveland, Ohio, and Buffalo, N. Y., various terminal railroads are allowed by the defendants $2.50 per car, when the freight rate is 50 cents per ton or more. No allowance for switching is made by defendants to the Buffalo Union Terminal Railroad, a terminal railway serving the Buffalo Union Furnace Company, at Buffalo, N. Y., and it is alleged that the foregoing practices of the defendants, as to switching of cars and making allowances to terminal railroads at the points mentioned, constitute unjust discrimination and undue preference as against complainant Buffalo Union Furnace Company; *Held*, That upon the evidence adduced said complainant has sustained its allegation of undue preference of competitive furnaces and steel plants, and that it has been subjected to undue prejudice and disadvantage in violation of section 3 of the act; *Held, further*, That said complainant is entitled to such an amount of reparation on past shipments as upon further hearing it may show to be due it.

Sunderland Brothers Company *v.* Chicago, Burlington & Quincy Railroad Company. (21 I. C. C. Rep., 632.)

2132. The rule of defendant Chicago, Burlington & Quincy Railroad Company providing for the reweighing of coal at Omaha, Nebr., considered; *Held*, That the present rule is unjust and unreasonable, and should be amended so as to provide that if reweighing of coal discloses a variation of more than 1 per cent, with a minimum of 500 pounds, from the original shipping weight, the original weight and charges will be corrected accordingly and the reweighing charge refunded to consignee; but if reweighing fails to disclose such variation of 1 per cent, with a minimum of 500 pounds, the original weight and charges will not be changed and the reweighing charge will be retained by defendant. *Rice* v. *Georgia R. R.*, 14 I. C. C. Rep., 75.

F. S. Johnson & Company et al. *v.* Atchison, Topeka & Santa Fe Railway Company. (21 I. C. C. Rep., 637.)

2133. The defendant permits milling in transit at St. Joseph and Kansas City, Mo., of corn originating at points on the St. Joseph & Grand Island Railway, the product of which is shipped to Pacific coast terminals, at the through rate from point of origin to the destination of the product, and under this arrangement millers at St. Joseph and Kansas City may buy their corn at points west thereof on the St. Joseph & Grand Island Railway; while complainants, whose mills are at Milford and Firth, Nebr., on the Chicago, Burlington & Quincy Railroad, are restricted in the

purchase of corn to be milled by them in transit and forwarded to Pacific coast points to territory east of their mills; *Held*, That, upon the facts of record, the adjustment complained of does not constitute undue prejudice against Milford and Firth within the meaning of the act to regulate commerce.

Portland Chamber of Commerce *v.* Oregon Railroad & Navigation Company. (21 I. C. C. Rep., 640.)

2134. Upon further consideration of the original record, as well as examination of additional data submitted by defendants in the above-entitled cases, the Commission adheres to the conclusion announced in its original report, 19 I. C. C. Rep., 265, to the effect that defendants' interstate class rates from Seattle, Wash.; Tacoma, Wash.; and Portland Oreg., to points in Washington, Oregon, Idaho, and Montana are unreasonable and should be reduced. Order to that effect entered.

Gibson Fruit Company *v.* Chicago & North Western Railway Company. (21 I. C. C. Rep., 644.)

2135. Reparation awarded on account of misrouting of a carload of apples shipped from Sioux City, Iowa, to New Orleans, La.

G. S. Baxter & Company *v.* Georgia Southern & Florida Railway Company. (21 I. C. C. Rep., 647.)

2136. Rates on crossties from points on defendant's lines, in southeastern Georgia to Jacksonville, Fla., not found to be unreasonable.

2137. Defendant maintains a minimum carload weight on lumber of 24,000 pounds and on crossties of 32,000 pounds. The maintenance of a higher minimum on crossties than contemporaneously maintained on lumber found to be unreasonable.

Brook-Rauch Mill & Elevator Company *v.* St. Louis, Iron Mountain & Southern Railway Company. (21 I. C. C. Rep., 651.)

2138. Complainant shipped a carload of corn from Omaha, Nebr., to Little Rock, Ark., to be there milled and reshipped to Fordyce, Ark. Shipment moved under tariff naming through rate from Omaha to Fordyce, via Argenta, Ark., to which inbound and delivering carriers were parties, in connection with a later tariff granting transit privileges at Little Rock, a point not on delivering carrier's line. To this later tariff the delivering carrier was not a party. Both carriers refused to furnish transportation equipment for the outbound movement from Little Rock, each claiming it was the duty of the other to do so; *Held*, That as delivering carrier's obligation, under the tariff to which it was a party, does not accrue until delivery to its own rails, the duty to furnish equipment for outbound movements from complainant's mill rests upon the inbound carrier, the St. Louis, Iron Mountain & Southern Railway.

Young & Cutsinger *v.* Louisville & Nashville Railroad Company. (22 I. C. C. Rep., 1.)

2139. Complainants seek retroactive application of milling-in-transit privilege on logs at Evansville, Ind. The outbound shipments of lumber alleged to have been the product moved 18 months after the inbound shipments; *Held*, That a milling-in-transit privilege can not reasonably extend over so long a period; and, furthermore, a retroactive application of the privilege should not be made.

Carlos Veitch *v.* Seaboard Air Line Railway. (22 I. C. C. Rep., 4.)

2140. Rule 8 (*a*) of Tariff Circular 18–A directing that if a supplement to a tariff is issued which conflicts with a part of a previous supplement, which is not thereby canceled in full, that such newly issued supplement should specifically state the portion of the previous supplement intended thereby to be canceled; *Held*, To apply to successive supplements to the same tariff, as well as to other and different tariffs.

2141. A tariff supplement named a rate of $3.40 per ton on cottonseed hulls in carloads from Laurinburg, N. C., to Birmingham, Ala., but did not specifically refer to that portion of a previous supplement which named a rate of $2.50 per ton on the same commodity between the same points. The previous supplement was not canceled in full; *Held*, That in view of facts stated respecting issuance of said tariff, complainant is not entitled to reparation on basis of said rate of $2.50 per ton.

Carstens Packing Company *v.* Union Pacific Railroad Company. (22 I. C. C. Rep., 8.)

2142. Rates on live stock from eastern Oregon points to Tacoma, Wash., via Northern Pacific Railway through Wallula, Wash., not shown to be unreasonable. Complaint dismissed.

Florida Fruit & Vegetable Shippers' Protective Association *v.* Atlantic Coast Line Railroad Company. (22 I. C. C. Rep., 11.)

2143. From the facts disclosed by the record; *Held*, That the rates upon pineapples, citrus fruits, and vegetables which would result from the application of the distance tariff given in the report herein upon the lines of the Florida East Coast Railway Company, the Atlantic Coast Line Railroad Company, and the Seaboard Air Line Railway from points in Florida up to Jacksonville, when destined for points beyond in other states, would be just and reasonable; that they ought not to be exceeded for the future; and that the present rates of those carriers are unjust and unreasonable to the extent that they exceed such rates.

Kilburn Mills *v.* New York, New Haven & Hartford Railroad Company. (22 I. C. C. Rep., 21.)

2144. Storage charges were collected at New Bedford, Mass., on cotton shipped from Vicksburg, Miss., but it appears that the marks on the cotton had been so obliterated that the property could not be identified; *Held*, That storage charges can not begin to accrue until the freight has been tendered to the consignee under such circumstances that he is legally obliged to receive and remove the freight. Reparation awarded.

Board of Railroad Commissioners of the State of Kansas *v.* Missouri Pacific Railway Company. (22 I. C. C. Rep., 24.)

2145. Defendants' present rate for the transportation of flour in carloads from Glen Elder, Kans., to New Orleans, La., when for export, found unreasonable, and lower maximum rate prescribed for the future.

Board of Trade of Laredo, Tex., *v.* International & Great Northern Railroad Company. (22 I. C. C. Rep., 28.)

2146. Upon complaint that the all-rail rates on classes and commodities from points of origin in territory lying between eastern seaboard territory and Pacific coast territory to Laredo, Tex., are differentials higher than the rates, all-rail, to Corpus Christi, San Antonio, and other Texas common points, except on grain; *Held*, That section 3 of the act is not violated in withholding from Laredo the same rates, all-rail, as are accorded to Corpus Christi and San Antonio, and that Laredo is not entitled to common-point rates.

Interstate Grain Company *v.* Chicago & North Western Railway Company. (22 I. C. C. Rep., 34.)

2147. Charges assessed for transportation of a carload of oats from Hurley, S. Dak., to Chicago, Ill., exceeded the charges lawfully due under the tariffs in force. The resulting overcharge should be refunded by defendants without an order by the Commission.

J. J. Badenoch Company et al. *v.* Chicago & North Western Railway Company. (22 I. C. C. Rep., 36.)

2148. Where conflicting rules which affect the rate are published effective on the same date in separate tariffs by the same carrier, the rule which will result in application of the lower rate is the one which is lawfully applicable to traffic to which such rules apply.

Missouri & Illinois Coal Company *v.* Illinois Central Railroad Company. (22 I. C. C. Rep., 39.)

2149. The Illinois Central Railroad Company established a rule prohibiting the sending of its coal cars loaded with coal to the lines of certain designated carriers in order to retain on its own line sufficient cars to serve the communities dependent on it for fuel. Complainant attacks the rule as improperly limiting its market as a producer and dealer in coal; *Held*, That the temporary confiscation by carriers of the cars of other railroads and the placing of embargoes against cars being sent off of the lines of the owners are alike unlawful and the railroads are expected to make such rules for the return of cars as will terminate such abuses.

2150. The railroads of the country are called upon to so unite themselves that they will constitute one national system; they must establish through routes, keep these routes open and in operation, furnish the necessary facilities for transportation, make reasonable and proper rules of practice as between themselves and the shippers, and as between each other.

2151. An embargo may be justifiable because of the physical inability of the carrier for some reason to deal with traffic which overwhelms it, but an embargo placed against connecting carriers because of their failure to promptly return cars is not consonant with the service which the carriers constituting the through route are required by law to give.

2152. Railroads are required under the act to serve the through routes which they have established with other carriers without respect to the fact that in rendering such service their equipment may be carried beyond their own lines.

2153. Carriers are required to make reasonable rules and regulations with respect to the exchange, interchange, and return of cars used upon through routes and for the operation of such through routes, and where they have failed in this respect the Commission is empowered to determine the individual or joint regulation or practice that is just, fair, and reasonable.

Rosenbaum Brothers *v.* Louisville & Nashville Railroad Company et al. (22 I. C. C. Rep., 62.)

2154. Carriers having adjusted their rates so that coarse grains might move from Omaha and surrounding territory to Atlanta and other points in the southeast via the several Mississippi River and Ohio River crossings, defendant lines south of Cincinnati and Louisville provided that their rates south of those crossings would be higher upon shipments moved by their connections through Chicago or any Cook county point than upon shipments from same points of origin to same destinations that were not permitted to move through Chicago or any other Cook county point; *Held*, That the traffic, the point of origin and destination, and the rate to Cincinnati and Louisville being the same, defendant lines south of Cincinnati and Louisville may not close the route of their connections through Chicago by demanding a higher rate for the same service upon shipments moved via Chicago than they demand upon the same shipments moved via other junction points; and *Held, further*, That such adjustment is unjustly discriminatory against Chicago shippers, Chicago, and the carriers forming the route via Chicago. Reparation awarded.

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APPENDIX C.

DIGEST OF FEDERAL COURT DECISIONS DURING THE YEAR.

DIGEST OF FEDERAL COURT DECISIONS DURING THE YEAR.

A discussion of court decisions, involving injunctions to restrain enforcement of orders of the Commission and of decisions relative to criminal violations of the law during this year, can be found in the text of this annual report. The decisions abstracted herein involve questions of railway regulation which are closely related to matters arising before commissions.

1. In the Supreme Court.

STATE REGULATION OF INTERSTATE TELEGRAMS.

In *Western Union Telegraph Company* v. *Commercial Milling Company*, 218 U. S., 406, decided November 28, 1910, it was held that the equal protection of the laws is not denied telegraph companies and the persons with whom they do business by a State statute, under which, as construed by the State courts, a telegraph company can not limit its liability for its negligent failure to deliver a telegram addressed to a person in another State, although express companies and other common carriers may, by contract, limit their liability in this respect.

In another decision of the same complainant against *Crovo*, 220 U. S., 364, the court declared that a State statute, under which a penalty is incurred by a telegraph company which negligently fails to transmit within the State as promptly as practicable a message received at an office in the State for transmission to a person in another State, is a valid exercise of the power of the State in the absence of any legislation by Congress on the subject.

CONSTITUTIONALITY OF THE CARMACK AMENDMENT.

In *Atlantic Coast Line Railroad Company* v. *Riverside Mills*, 219 U. S., 186, decided January 3, 1911, the imposition upon an interstate carrier voluntarily receiving property for transportation from a point in one State to a point in another State of liability to the holder of the bill of lading for a loss anywhere en route, with a right of recovery over against the carrier actually causing the loss, which is made by the Carmack amendment, in spite of any agreement or stipulation limiting liability to its own line, is held to be a valid regulation of interstate commerce. Liberty of contract was not unconstitutionally denied by this enactment. Nor is the property of the initial carrier taken in violation of the Constitution under this enactment where a carrier pays the debt of an independent connecting carrier whose negligence may have been the sole cause of a loss. Attorney's fees are not taxable as part of the costs in proceedings under this amendment, since the cause of action is the loss of property which is in no way traceable to the violation of any provision of the statute.

REDUCTION FROM ACTUAL WEIGHT.

In *House* v. *Mayes*, 219 U. S., 270, decided January 9, 1911, it was held that making criminal any deduction by the purchaser from the actual weight of grain, seed, hay, or coal, under a claim of right by reason of any custom or rule of a board of trade, as is done by the Missouri statute of June 8, 1909, is a valid exercise of the police power of the State, and does not take property without due process of law, nor unconstitutionally interfere with the liberty of contract.

INVALIDATING CONTRACT FOR FREE TRANSPORTATION.

In *Louisville & Nashville Railroad Company* v. *Mottley*, 219 U. S., 467, decided February 20, 1911, it was held that the carrier subject to the act can not lawfully collect anything but money for transportation on its road; that such carrier can not make a valid contract to issue annual passes for life in consideration of a release of a claim for damages; that Congress, in the exercise of its power over commerce, could enact the provisions of the act to regulate commerce which rendered unenforceable a prior

contract, valid when made; and that the constitutional liberty of the citizen to make contracts was not infringed by the enactment by Congress of a provision which rendered unenforceable a prior contract, valid when made.

ACCEPTANCE OF ADVERTISING IN PAYMENT OF TRANSPORTATION.

In *Chicago, Indianapolis & Louisville Railway Company* v. *United States*, 219 U. S., 486, decided February 20, 1911, it was held that the acceptance of advertising by a carrier in lieu of money in payment of interstate transportation furnished to the publisher, his employees, and the immediate members of his and their families, violates the provisions of the act to regulate commerce. A State statute authorizing a railway company to issue transportation in payment for printing and advertising must give way, so far as interstate transportation is concerned, before the provisions of the act to regulate commerce, under which a carrier can accept nothing but money in exchange for interstate transportation.

ARKANSAS FULL TRAIN CREW LAW.

In *Chicago, Rock Island & Pacific Railway Company* v. *Arkansas*, 219 U. S., 453, decided February 20, 1911, it was held that the Arkansas statute which prescribes a minimum of three brakemen for freight trains of more than 25 cars, operated in the State, does not amount to an unconstitutional regulation of interstate commerce when applied to a foreign railway company engaged in such commerce. The exclusion of railroads less than 50 miles in length from the operation of this statute does not deny to other railroads the equal protection of the laws. A railway company is not deprived of its property without due process of law by this statute, penalizing the operation of freight trains of more than 25 cars with less than three brakemen, regardless of any equipment with automatic couplers and air brakes.

FEDERAL HOURS OF SERVICE STATUTE.

In *United States* v. *Atchison, Topeka & Santa Fe Railway Company*, 220 U. S., 37, decided March 13, 1911, it was held that requiring a railway telegraph operator to work 5½ hours, and then, after an interval, 3½ more hours in the same 24, is not made unlawful by the provisions of the Federal hours of service act, forbidding common carriers to permit such employees to be on duty for a longer period than 9 hours in any 24-hour period in a place continuously operated night and day.

In *Baltimore & Ohio Railroad Company* v. *Interstate Commerce Commission*, 221 U. S., 612, decided May 29, 1911, it was held that intrastate railroads and employees wholly engaged in local business were not affected by the provisions of the Federal hours of service act; that the restrictions upon the hours of labor of railway employees connected with the movement of trains in interstate transportation, made by the Federal hours of service act, are not unconstitutional because many of such employees are, by virtue of practical necessity, also employed in intrastate transportation; that Congress, in the exercise of its power over commerce, had the power to enact the provisions of the Federal hours of service act; that the words "except in case of emergency," in the proviso of section 2 of such act, do not make the application of the act so uncertain as to destroy its validity; and that this Commission has authority to require officers of carriers subject to the Federal hours of service act to make certain monthly reports under oath.

COMMODITIES CLAUSE.

In *United States* v. *Lehigh Valley Railroad Company*, 220 U. S., 257, decided April 3, 1911, the Supreme Court modified its previous decision in the commodity cases and held that the exercise by a railway carrier of its power as a stockholder in a corporation manufacturing, mining, producing, or owning the commodity carried in such manner as to deprive the latter corporation of all independent existence, and to make it virtually but an agency, or dependency, or department of the carrier, is forbidden by the provisions of the Hepburn Act of June 29, 1906, making it unlawful for a railway carrier to transport in interstate commerce articles or commodities "manufactured, mined, or produced by it or under its authority, or which it may own in whole or in part, or in which it may have any interest, direct or indirect."

OKLAHOMA RATE CASES.

In *Oklahoma* v. *Atchison, Topeka & Santa Fe Railway Company; Same* v. *Gulf, Colorado & Santa Fe Railway Company;* and *Same* v. *Chicago, Rock Island & Pacific Railway Company*, 220 U. S., 277, 290, and 302, decided April 3, 1911, it was held that

when Oklahoma was admitted into the Union on an equal footing with the original States, the congressional requirement that the Kansas rates should be the test of the rates which certain railroads might charge the inhabitants of the Indian Territory, reserving to Congress the right to regulate rates until a State government should exist, when that government should possess the right of regulation, cease to be of any force, and the whole subject of domestic rates passed under the control of the State. It was further held that the State of Oklahoma has no such interest in its corporate capacity as enables it to invoke the original jurisdiction of the Federal Supreme Court by a suit to enjoin a foreign railway company from charging more than certain specified rates on domestic shipments of certain articles, the State not being engaged, in its governmental capacity, in the sale or transportation of such articles, and having no property interest in them.

INDIANA INTERLOCKING PLANT CASE.

In *Grand Trunk Western Railway Company* v. *Railroad Commission of Indiana*, 221 U. S., 400, decided May 15, 1911, it was held that a contract between two intersecting railway companies, imposing upon the junior road the duty of constructing and properly maintaining the physical crossing of the two roads, and providing and maintaining semaphores or other signals, and the requisite watchman to take charge of and operate the same, is not unconstitutionally impaired by a subsequent order of the State railroad commission directing the installation and use of an interlocking plant at such crossing, and apportioning between the two companies the expense of executing the order.

CORPORATE RECORDS INCRIMINATING OFFICER.

In *Dreier* v. *United States*, 221 U. S., 394, decided May 15, 1911, it was held that a corporate officer can not urge his constitutional privilege against self-crimination to excuse his refusal to produce the corporate records in his custody before the grand jury under a subpœna duces tecum directed to him, because their contents may tend to incriminate him.

INTERSTATE TRANSPORTATION OF NATURAL GAS.

In *West* v. *Kansas Natural Gas Company*, 221 U. S., 229, decided May 15, 1911, it was held that natural gas, when reduced to possession, is a commodity which belongs to the owner of the land, and may be subject of both intrastate and interstate commerce. Prohibiting the construction of pipe lines for natural gas, or the transportation of the gas by such lines except by domestic corporations, whose charter shall provide that the gas shall only be transported between points in the State, and shall not be transported to nor delivered to any person or corporation engaged in transporting or furnishing gas to points outside of the State, and giving to such domestic corporation the exclusive right of eminent domain and the use of the highways, all of which is attempted by an Oklahoma statute, unconstitutionally interferes with interstate commerce, and can not be justified as an exercise of the police power of the State to conserve its natural resources.

2. In the Circuit Court of Appeals.

FOREIGN CORPORATIONS.

In *Parsons-Willis Lumber Company* v. *Stuart*, 182 Fed. Rep., 779, decided November 5, 1910, the circuit court of appeals for the fifth circuit held that among the exceptions to the rule that the right of a foreign corporation to do business in another State depends entirely on the will of the latter is where such business constitutes interstate commerce, and is therefore under the paramount authority of Congress. A contract made in Kentucky by a Kentucky corporation for the purchase of lumber to be sawed and delivered for shipment in Alabama relates to interstate commerce, nor does its execution constitute a doing of business in Alabama by such corporation which makes it subject to the provisions of the law of that State relating to foreign corporations doing business therein.

ANTECEDENT ACTION BY THE COMMISSION IN DAMAGE CASES.

In *Meeker* v. *Lehigh Valley Railroad Company*, 183 Fed. Rep., 548, decided December 2, 1910, a complaint was filed in an action to recover treble damages under the Federal antitrust act by increasing the price of coal at the mines and by increasing

the charges for transportation of coal to New York. The circuit court of appeals for the second circuit held that the complaint states a cause of action, and the fact that one of the means for carrying the conspiracy into effect was an increase in freight rates, the reasonableness of which per se must first be determined by the Interstate Commerce Commission, does not constitute any ground for depriving plaintiff of the right of action expressly given by the antitrust act.

In *Morrisdale Coal Company* v. *Pennsylvania Railroad Company*, 183 Fed. Rep., 929, decided November 17, 1910, the circuit court of appeals for the third circuit held that the effect of the interstate commerce act as amended, as construed by the Supreme Court, is not merely to suspend the right of a shipper to maintain an action at law to recover damages resulting from an unreasonable rate or discriminating regulation or practice established by an interstate carrier while such rate or regulation remains in force, but to supersede such right entirely, and substitute therefor the remedy provided by the act itself; and the shipper's independent right of action in a court is not revived by the abolition of the unlawful rate or regulation. A party claiming to be injured by a discriminatory rule for the distribution of coal cars by an interstate railroad can not maintain in a court of law an action for the recovery of damages before the Interstate Commerce Commission has investigated the case, and determined by its report that the rule is or was discriminatory.

In *Denver & Rio Grande Railroad Company* v. *Baer Brothers Mercantile Company*, 187 Fed. Rep., 485, decided May 18, 1911, the circuit court of appeals for the eighth circuit held that in a proceeding before the Interstate Commerce Commission to recover damages on a complaint by a shipper that the amount collected by the carrier at the lawfully established rate has been excessive because that rate was unreasonable, the finding and the prescription by the Commission of a reasonable maximum rate to be observed by all, and an order by the Commission prohibiting the use of a rate in excess thereof, are conditions precedent to the exercise of its power to order reparation. An order of reparation with such an establishment of a reasonable maximum rate is beyond the power of the Commission and void, and as no such rate was prescribed and no order forbidding the future use of an excessive rate was made in the case in hand, the Commission's order of reparation in this case was beyond its power and void.

OKLAHOMA RATE CASES.

In *Love* v. *Atchison, Topeka & Santa Fe Railway Company*, 185 Fed. Rep., 321, decided March 29, 1911, the circuit court of appeals for the eighth circuit held that railroad companies, that have been, are, or will be deprived of parts of their property devoted to the public use of transportation without just compensation during the continuance of the rate-making process by provisions of a State constitution, or of a State law, or by orders of a State commission, prescribing tentative rates and putting them in effect during the rate-making process under severe penalties, may maintain suits for and obtain relief by injunction during the continuance of the rate-making process to the same extent that they may after the process is complete. The court further held that the voluminous evidence in these cases presents no proof of any abuse of discretion by the circuit court in issuing the injunction, but sustains its findings that the challenged fare and rates are confiscatory.

DISCRIMINATION AGAINST COLORED PASSENGERS.

In *McCabe* v. *Atchison, Topeka & Santa Fe Railway Company*, 186 Fed. Rep., 966, decided February 10, 1911, the circuit court of appeals for the eighth circuit held that the provision of the Oklahoma statute requiring every railway company doing business in the State to provide separate coaches for the accommodation of the white and negro races, equal in points of comfort and convenience, and to maintain separate waiting rooms at their passenger depots for the accommodation of the races, does not abridge the privileges and immunities of the negro race, and deny to them the equal protection of the laws, in violation of the fourteenth amendment to the Federal Constitution. The proviso in the statute that nothing contained therein shall be construed to prevent railway companies in the State from hauling sleeping cars, dining, or chair cars attached to their trains to be used exclusively by either white or negro passengers separately, imposes no obligation on carriers to haul such cars for either race, but permits them to haul such cars for the separate use of either of the races, and it is not discriminatory against either race, and does not deprive the negro race of the equal protection of the laws.

In *Railroad Commission of Ohio* v. *Worthington*, 187 Fed. Rep., 965, decided May 2, 1911, the circuit court of appeals for the sixth circuit held that a so-called "lake cargo rate," made by a railroad company for the carriage of coal in carload lots from a mining

district in Ohio to Huron and Cleveland, ports in that State on Lake Erie, which includes the loading of vessels with such coal for transportation to ports in other States on the upper lakes, is a rate for transportation in interstate commerce, and not subject to regulation by the railroad commission of Ohio.

RELEASED RATES.

In *Pierce Company* v. *Wells Fargo & Company*, 189 Fed. Rep., 561, decided May 18, 1911, the circuit court of appeals for the second circuit held that a provision of a bill of lading exempting the carrier from all liability for loss or damage to the property shipped, unless proved to have been caused by its fraud or the gross negligence of itself or its servants, is not contrary to public policy, there being no distinction between gross negligence and ordinary negligence under the decisions of the federal courts.

It further held that a common carrier may by a contract fairly entered into with a shipper limit the amount of its liability for negligence, and the validity of such a contract is not affected by the fact that the carrier uses printed bills of lading, which fix an arbitrary value for all packages, having no relation to their real value, beyond which it is not to be liable unless a greater value is stated by the shipper and more freight paid, where the facts are fully understood by the shipper who declines to place a valuation on the property, and assents to the limitation in consideration of a reduced rate. The fixing of the value of property in a bill of lading at less than its actual value for the purpose of limiting the amount of the carrier's liability in case of loss is not a false billing in violation of the act to regulate commerce.

3. In the Circuit Court.

TICKET BROKERAGE.

In *Missouri, Kansas & Texas Railway Company* v. *McCrary*, 182 Fed. Rep., 401, decided August 16, 1910, the circuit court for the western district of Missouri held that the unlawful sale of railroad tickets by a scalper will be enjoined, not so much for the protection of the railroad company as for the protection of the public.

CONTRACT FOR THE DIVISION OF RATES.

In *Malvern & Freeo Valley Railroad Company* v. *Chicago, Rock Island & Pacific Railway Company*, 182, Fed. Rep., 685, decided September 1, 1910, the circuit court for the eastern district of Arkansas held that the threatened breach by one party of a contract between two connecting railroad companies for a division of rates on through shipments passing from one road to the other for a certain length of time, the validity of which is not denied, affords ground for an injunction, the damages being incapable of approximate estimation by a jury in an action at law. A railroad company is not justified in refusing to observe a contract with another company for a division of rates on through shipments, apparently valid, because of an opinion of the Interstate Commerce Commission delivered in a proceeding to which neither of the companies was a party.

VALUATION OF PROPERTY FOR RATE MAKING PURPOSES.

In *Lincoln Gas & Electric Company* v. *City of Lincoln*, 182 Fed. Rep., 926, decided April 6, 1909, but only recently published, the circuit court for the district of Nebraska held that in a suit by a gas company to enjoin the enforcement of an ordinance fixing a maximum price to be charged for gas, on the ground that it is confiscatory and unconstitutional, in determining the value of complainant's property on which it is entitled to earn a fair return it is not entitled to any allowance for the value of its franchise to use the street, where such franchise was granted by the city without compensation. In fixing the value of the property of a gas company on which it is entitled to earn an income, for the purpose of determining the reasonableness of rates prescribed by an ordinance, the amount of outstanding stock and bonds of the company should not be considered where it is shown that such amount is several times the cost or present value of its property.

In the *Arkansas rate cases*, 187 Fed. Rep., 290, decided May 3, 1911, the circuit court of the eastern district of Arkansas held that on an issue as to whether railroad rates on intrastate business established by a State are reasonable or confiscatory with respect to a railroad company doing both intrastate and interstate business, the proportion of the entire value of the property of the company in the State which is devoted to the intrastate business, and on which it is entitled to earn a fair return from such busi-

ness, may fairly be determined on the basis of the earnings, by taking the same proportion of the entire value that the intrastate earnings bear to the entire earnings in the State from both intrastate and interstate business.

In *Southern Pacific Company* v. *Campbell*, 189 Fed. Rep., 182, decided July 3, 1911, the circuit court for the district of Oregon held that a complaint, seeking to enjoin rates fixed by the railroad commissioners of a State, should state facts which show that such rates do not afford a fair return on the value of the complainant's property devoted to the particular use, and in the absence of such allegations, the presumption of law will prevail that the rates made are fair.

TESTIMONY BEFORE THE COMMISSION AS EVIDENCE IN COURT PROCEEDINGS.

In *United States* v. *Reading Company*, 183 Fed. Rep., 427, decided December 8, 1910, the circuit court for the eastern district of Pennsylvania held that a copy of testimony shown by a report of the Interstate Commerce Commission to have been given by a witness in an investigation before that body, not otherwise authenticated, is not competent evidence in a subsequent suit in a Federal court between different parties and in which different issues are involved.

LOCAL EXPRESS COMPANIES DEALING IN INTERSTATE COMMERCE.

In *Barrett* v. *City of New York*, 183 Fed. Rep., 793, decided December 21, 1910, the circuit court for the southern district of New York held that where an express company takes packages of merchandise coming from other States at a railroad or steamer terminal and transports them by wagon through the streets and avenues of New York to the addresses such local transportation of interstate packages constitutes interstate commerce, and is therefore within the exclusive jurisdiction of the Federal Government; and that the delivery wagons of express companies so engaged in interstate commerce are not immune from the operation of city ordinances regulating the use of the streets for animals and vehicles.

In the same case, again coming on for hearing on June 20, 1911, 189 Fed. Rep., 268, the same court held that as the Legislature of New York exempted owners or chauffeurs of automobiles from local taxation, an express company delivering packages in the city of New York by the use of automobiles in charge of chauffeurs licensed under the State act are not subject to an ordinance of the city licensing and regulating express wagons and drivers.

REASONABLE TELEPHONE RATES.

In *Cumberland Telephone & Telegraph Company* v. *City of Memphis*, 183 Fed. Rep., 875, decided June 11, 1908, but recently published, the circuit court for the western district of Tennessee held that where rates fixed by a city council for telephone service within its limits were determined without any actual consideration of the cost of the company's plant and cost of operation and maintenance, the amount of taxes and other dues exacted by the local government, and the rapidity of deterioration due to climatic or other causes, and it appeared that if carried into effect there would be no profit or distribution of dividends among the stockholders, the rates were confiscatory and invalid.

JURISDICTION OVER EXPORT SHIPMENTS.

In *Texas & Pacific Railway Company* v. *Railroad Commission of Louisiana*, 183 Fed. Rep., 1005, decided December 22, 1910, it appeared that the complainant railroad companies filed with the Interstate Commerce Commission a schedule of rates from points in Louisiana to New Orleans for export shipments. The railroad commission of Louisiana had also fixed a schedule of different and lower rates on local shipments between the same points. It also by an order allowed 4 days' free storage on local shipments and 20 days on shipments intended for export, in which order the railroad acquiesced, and also delivered shipments for export at ship's side free of charge for switching. Certain shipments were delivered to complainants from points in Louisiana for carriage to New Orleans on bills of lading of substantially the local form, and on their arrival the consignees demanded and received the free storage accorded export shipments and free delivery to the vessel carrier, the shipments being delivered by complainants directly from their cars to such carrier, as was intended by the owner when it was shipped. The circuit court for the eastern district of Louisiana held that, notwithstanding the use of the local bills of lading, the contract between the shippers and complainants was one for an export shipment, over which the Louisiana railroad commission had no jurisdiction, and that complainants were entitled, and even required, to charge the rates on such shipments fixed by their schedules filed with the Interstate Commerce Commission.

INTRASTATE RATES AS AFFECTING INTERSTATE RATES.

In *Woodside* v. *Tonopah & Goldfield Railroad Company*, 184 Fed. Rep., 358, decided February 2, 1911, the circuit court for the district of Nevada held that a rate fixed by a State railroad commission for intrastate traffic, if just and reasonable in and of itself, can not be held to be unlawful and discriminatory because it may conflict with some rate fixed by the railroad company for interstate traffic.

In *Shepard* v. *Northern Pacific Railway Company* (the celebrated Minnesota decision rendered by Judge Sanborn), 184 Fed. Rep., 765, decided April 8, 1911, this question was elaborately discussed, and the rates established by the Legislature of Minnesota were held by their natural and necessary effect substantially to burden and directly to regulate interstate commerce, create undue and unjust discrimination between localities in Minnesota and those in adjoining States, violate the commercial clause of the Constitution, and void.

In the *Arkansas rate cases*, 187 Fed. Rep., 290, decided May 3, 1911, the circuit court for the eastern district of Arkansas held that rates established by a State for the intrastate carriage of freight or passengers necessarily indirectly affect interstate rates; but that fact does not render the establishment of such rates unconstitutional, as an interference with interstate commerce. The right of every sovereign State to regulate public-service corporations and the rates to be charged by them, subject to the provisions of the fourteenth constitutional amendment and other constitutional provisions, rests upon the police power of the State.

In *Southern Pacific Company* v. *Campbell*, 189 Fed. Rep., 696, decided July 31, 1911, the circuit court for the district of Oregon held that the statute of that State requiring all railroads at points of intersection with other railroads to unite therewith in establishing and maintaining suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other affords added facilities for all kinds of commerce over the routes of intersecting roads, and the requirement that such railroads shall connect their lines is not a regulation of interstate commerce.

But the court further held that the provision of the Oregon statute requiring all railroads to switch for a reasonable compensation and to deliver without discrimination or unreasonable delay any freight or cars, loaded or empty, destined to any point on their tracks or connecting lines, includes interstate as well as intrastate commerce, and makes exchange of all kinds of freight mandatory on connecting railroads, and is invalid as interfering with interstate commerce, and an order of the State railroad commission to enforce the provision is invalid.

RELEASED RATES.

In *Blackwell* v. *Southern Pacific Company*, 184 Fed. Rep., 489, decided December 19, 1910, the circuit court for the northern district of California held that where a shipper was given an option of different rates, one based on full legal liability by the carrier for actual value of goods lost or damaged, and the other a lower rate for which the carrier proposed to carry the goods in case it was released and liability limited to a valuation agreed on between the parties and noted on the bill of lading, and the shipper voluntarily and with full knowledge accepted the lower rate and agreed on a valuation much less than the actual value of the goods, and that the carrier should not be liable except for gross negligence beyond the agreed value, such contract was valid and not contrary to public policy. The court considered the report of the Interstate Commerce Commission in the matter of released rates. (13 I. C. C. Rep., 550), but declared that the views expressed in such report are out of harmony with decisions of the United States Supreme Court.

CONTINUOUS MOVEMENT IN INTERSTATE COMMERCE.

In *Susquehanna Coal Company* v. *City of South Amboy*, 184 Fed. Rep., 941, decided January 20, 1911, it appeared that the complainant shipped coal from Pennsylvania to its own order to a dock in New Jersey, where it was transferred from the cars either into bottoms for continued transportation to consignees then determined upon, or, when no bottoms were available, the coal was dumped onto a dock, from which it was later transferred to bottoms as occasion required. The circuit court for the district of New Jersey declared that the coal so temporarily stored at the dock ceased to be interstate commerce, notwithstanding the intention to transship, and was therefore subject to State taxation, under the rule that, to claim exemption from taxation under the commerce clause of the Federal Constitution, there must be a continuous movement of the merchandise in interstate commerce, pursuant to an existing contract of sale or consignment.

PRIOR DETERMINATION BY THE COMMISSION.

In *Langdon* v. *Pennsylvania Railroad Company*, 186 Fed. Rep., 237, decided February 24, 1911, the circuit court for the eastern district of Pennsylvania held that the Hepburn amendment materially restricted the jurisdiction of the courts and considerably extended the primary jurisdiction of the Interstate Commerce Commission; but declared that the original jurisdiction of the Federal courts under section nine of the interstate commerce act has not been entirely destroyed, and they still may redress such wrongs as can consistently with the act be redressed without previous action by the Interstate Commerce Commission, and, when one sues for discrimination by a carrier, it is necessary in the first instance to determine whether the wrong can be redressed by the courts.

KENTUCKY RATE CASE.

In *Louisville & Nashville Railroad Company* v. *Siler*, 186 Fed. Rep., 176, decided January 9, 1911, the circuit court for the eastern district of Kentucky held that the McChord act extending the powers of the State railroad commission of Kentucky was constitutional, and declared that Federal courts can review an order of a State railroad commission fixing rates only on the ground that the rates are confiscatory. It further held that to entitle the railroad company to invoke the protection of the constitutional provision against confiscatory rates, it must show that the proposed rates would not yield the minimum reasonable return, as otherwise it would not be deprived of property, and what constitutes such reasonable minimum, as a judicial question, depends upon circumstances and locality, so that a general characterization of a rate as unreasonable is insufficient.

ARKANSAS RATE CASES.

In the *Arkansas rate cases*, 187 Fed. Rep., 290, decided May 3, 1911, the circuit court for the eastern district of Arkansas held that the fact that railroad companies complied with an order of a State commission establishing freight rates for five years raises a strong, but not conclusive, presumption that such rates are reasonable; but it does not estop the companies from thereafter maintaining a suit in equity to enjoin the enforcement of such rates as confiscatory, on clear proof that conditions have so changed, by the increase of operating expenses or otherwise, that the net earnings thereunder on their entire intrastate business have ceased to be compensatory. It was further held that the railroad companies in Arkansas were entitled to earn an income of 6 per cent per annum on the value of their property employed in intrastate business, computed on the basis of the assessed valuation of such property, and from the earnings of a prosperous year to reserve a surplus of 1.5 per cent in addition. The rates established by the Arkansas railroad commission and the 2-cent passenger law were held to be confiscatory and their enforcement enjoined.

DAMAGES FOR DIVERSION OF SHIPMENT.

In *Dickerson* v. *Louisville & Nashville Railroad Company*, 187 Fed. Rep., 874, decided July 26, 1910, but recently published, the circuit court for the southern district of Ohio held that the fact that there was a congestion of traffic at Cincinnati because of which the connecting carrier refused to receive the cars and their retention by defendant would have brought about a congestion and blockade of its own line did not create a "necessity" within the meaning of the bills of lading which authorized the defendant to subject plaintiff to the increased cost of diversion of the shipment to another carrier. It was further held that under the clause of the act which provides that all complaints for damages shall be filed with the Interstate Commerce Commission within two years from the time the cause of action accrues, a letter to the Commission setting out the facts containing a substantial prayer for relief by way of damages is a sufficient complaint.

CONTRACT IN VIOLATION OF ACT VOID.

In *Judge* v. *Northern Pacific Railway Company*, 189 Fed. Rep., 1014, decided September 4, 1911, the circuit court for the district of Oregon held that a contract of carriage in violation of the interstate commerce law is void and can not be enforced. And probably the carrier, after having entered upon the performance, may withdraw therefrom without being liable for breach of the contract; when a carrier accepts and takes charge of property for transportation, it becomes the bailee thereof, and the

law imposes upon it, in the absence of a binding contract limiting its liability, the duties of either a common or private carrier, according to the facts, for the violation of which it will be liable, regardless of the legal sufficiency of the contract of carriage.

REPARATION.

In *Naylor & Company* v. *Lehigh Valley Railroad Company*, 188 Fed. Rep., 860, decided May 11, 1911, the circuit court for the southeastern district of Pennsylvania held that under the act to regulate commerce, as amended, giving a remedy where a carrier does not comply with an order of the Interstate Commerce Commission for the payment of money, and providing that the suit shall proceed in all respects like other civil suits for damages, a statutory proceeding to enforce an order of reparation is one sounding in tort for damages. It was also held that the Pennsylvania procedure act, requiring affidavits of defense, being applicable only to actions founded on contract alone, does not apply to a statutory proceeding to enforce an order of reparation by the Interstate Commerce Commission.

DEMURRAGE CHARGES.

In *Louisville & Nashville Railroad Company* v. *Empire State Chemical Company*, 189 Fed. Rep., 174, decided June 14, 1911, the circuit court for the northern district of Georgia held that in a carrier's action for demurrage, an allegation that the carrier delivered cars to defendant in such large numbers and so unreasonably concentrated them as to prevent defendant from handling them promptly, choking and overwhelming defendant's side tracks with cars, when the carrier knew it was impossible for defendant to handle and unload them, stated a sufficient defense.

CHANGES IN RAILROAD TRACKS.

In *Central Vermont Railway Company* v. *Redmond*, 189 Fed. Rep., 683, decided August 1, 1911, the circuit court for the district of Vermont held that where an order of the public service commission requiring certain changes in railroad tracks, depots, and crossings at a specified point was appealed by the railroad company to the supreme court, where the order was affirmed and the proceeding remanded with directions to extend the time for the performance of the order, the proceedings in the State court were not terminated by the remand prior to the order being carried into effect, and hence the Federal court within the district had no jurisdiction to enjoin the commission from compelling the railroad company to comply with the order.

4. In the District Court.

POWER OF CONGRESS OVER INTERSTATE COMMERCE.

In *United States* v. *Hoke*, 187 Fed. Rep., 992, decided April 6, 1911, the district court for the eastern district of Texas held that the words "necessary and proper" as used in the provision of the Federal Constitution declaring that Congress shall have power to pass all laws which are "necessary and proper" for carrying into execution the power to regulate commerce between the States, do not imply the employment of only such means as are absolutely necessary to effect the object sought, but include as well all the means which in the judgment of Congress may be proper to carry out the power so granted.

APPENDIX D.

COURT CASES.

1. SUMMARY OF CASES PENDING IN THE SUPREME COURT.
2. SUMMARY OF COMMERCE COURT CASES.

1. SUMMARY OF CASES PENDING IN THE SUPREME COURT OF THE UNITED STATES.

Interstate Commerce Commission v. *Union Pacific Railroad Co. et al.;*
Interstate Commerce Commission v. *Northern Pacific Ry. Co. et al.*, and
Interstate Commerce Commission v. *Great Northern Ry. Co. et al.*

These cases are known as the Pacific Coast Lumber Cases and involve orders of the commission requiring the carriers to establish and put in force certain rates for the transportation of lumber from several points in the vicinity of the Pacific coast to a large number of points east thereof. The orders of the commission condemned in part and upheld in part the advances made by the carriers.

Southern Pacific Co. et al. v. *Interstate Commerce Commission*, and
Atchison, Topeka & Santa Fe Ry. Co. et al. v. *Interstate Commerce Commission.*

These cases involve orders of the commission requiring the carriers to cease and desist from exacting a charge of $2.50 per car in addition to the through rate, on traffic received or delivered on side-tracks in San Francisco and Los Angeles where private industries are located.

Hooker et al. v. *Knapp et al.*, and
The Eagle White Lead Co. et al. v. *Interstate Commerce Commission et al.*

These cases involve an order of the commission reducing certain class rates of the Cincinnati, New Orleans & Texas Pacific Railway Co. pertaining to transportation from Cincinnati to Chattanooga.

The Proctor & Gamble Co. v. *The United States of America et al.*

This case involves a regulation of certain carriers whereby demurrage is exacted on private cars while standing on private tracks until the traffic contained therein which was hauled by the carriers has been unloaded.

Omaha & Council Bluffs Street Ry. Co. et al. v. *Interstate Commerce Commission.*

This case involves the jurisdiction of the commission over an electric railway operating between Council Bluffs and Omaha.

The Baltimore & Ohio R. R. Co. et al. v. *United States of America.*

This case involves an order of the commission requiring the carriers to cease and desist from a discrimination which results from the payment of lighterage allowances on sugar at New York to Arbuckle Bros., and the refusal of the carriers to pay like allowances to the Federal Sugar Refining Co.

The Baltimore & Ohio R. R. Co. et al. v. *United States of America et al.*

This case involves an order of the commission requiring the carriers to cease and desist from a discrimination which results from applying to the transportation of railroad fuel coal rates lower than those contemporaneously applied to the transportation of other coal.

Interstate Commerce Commission v. *United States ex rel. Humboldt Steamship Co.*

This case was instituted in court to obtain a writ of mandamus compelling the commission to assume jurisdiction over transportation lines operating in Alaska.

Interstate Commerce Commission et al. v. *Goodrich Transit Co.;*
Interstate Commerce Commission et al. v. *Goodrich Transit Co.;*
United States et al. v. *White Star Line*, and
United States et al. v. *White Star Line.*

These cases involve the right of the commission under section 20 of the act to call for information concerning the business done by carriers subject to the act and to prescribe the manner in which the books of such carriers shall be kept.

United States et al. v. *The Atchison, Topeka & Santa Fe Ry. Co. et al.*

This case involves a decision of the commission refusing in part and granting in part relief from the rule of the fourth section asked for by certain carriers on traffic shipped from the East to points intermediate between the Missouri River and the Pacific coast.

United States et al. v. *Union Pacific R. R. Co. et al.*

This case involves an order of the commission requiring the carriers to cease and desist from exacting from eastern points greater rates to Spokane and Walla Walla, in the State of Washington, and La Grande, Baker City and Pendleton, in the State of Oregon, than they contemporaneously exact to longer distance points on the Pacific coast.

2. SUMMARY OF COMMERCE COURT CASES.

1. *Southern Pacific Co. et al.* v. *Interstate Commerce Commission.*

   Preliminary injunction granted and case appealed to the Supreme Court.

   This case involves an order of the commission requiring the carriers to cease and desist from exacting a charge of $2.50 per car in addition to the through rate on traffic received or delivered on sidetracks in San Francisco where private industries are located.

2. *Atchison, Topeka & Santa Fe Railway Co. et al.* v. *Interstate Commerce Commission.*

   Preliminary injunction granted and case appealed to the Supreme Court.

   This case involves an order of the commission requiring the carriers to cease and desist from exacting a charge of $2.50 per car in addition to the through rate on traffic received or delivered on sidetracks in Los Angeles where private industries are located.

3. *Atlantic Coast Line Railroad Co. et al.* v. *Interstate Commerce Commission.*

   Argued on demurrer to petition but not yet decided.

   This case involves an order of the commission reducing from $1.05 per 100 pounds to 95 cents the rail-and-water rate for the transportation of boots and shoes from Boston and New York to Atlanta.

4. *Louisville & Nashville Railroad Co.* v. *Interstate Commerce Commission.*

   Argued on motion for permanent injunction but not yet decided.

   This case involves an order of the commission reducing certain class rates of the Louisville & Nashville Railroad Co. from New Orleans to other points in the southeast.

5. *Hooker et al.* v. *Knapp et al.*, and
6. *The Eagle White Lead Co. et al.* v. *Interstate Commerce Commission et al.*

   Argued together on motion for permanent injunction and decree entered dismissing the petitions.

   These cases involve an order of the commission reducing certain class rates of the Cincinnati, New Orleans & Texas Pacific Railway Co. relating to transportation from Cincinnati to Chattanooga.

7. *Atchison, Topeka & Santa Fe Ry. Co. et al.* v. *Interstate Commerce Commission.*

   Argued on motion for permanent injunction and decree entered setting aside the order.

   This case involves an order of the commission reducing from $1.15 per 100 pounds to $1 the rate for the transportation of lemons in carloads from points in southern California to eastern destinations.

8. *Interstate Commerce Commission* v. *Nashville, Chattanooga & St. Louis Ry.*

   Dismissed by commission upon compliance with terms of order by carrier.

   This case involves an order of the commission requiring the Nashville, Chattanooga & St. Louis Railway to cease and desist from a discrimination against negroes in the matter of facilities pertaining to the transportation of passengers.

9. *The Procter & Gamble Co.* v. *The United States of America et al.*

   Petition dismissed and case appealed by petitioner to Supreme Court.

   This case involves a regulation of certain carriers whereby demurrage is exacted on private cars while standing on private tracks until the traffic contained therein which was hauled by the carriers has been unloaded.

10. *Delaware, Lackawanna & Western R. R. Co.* v. *Interstate Commerce Commission.*

    Dismissed by petitioner.

    This case involves an order of the commission requiring the Delaware, Lackawanna & Western Railroad Co. to cease and desist from a discrimination practiced at Brooklyn, N. Y., in the matter of delivering oil.

11. *New York, Ontario & Western Ry. Co.* v. *Interstate Commerce Commission.*
Dismissed by petitioner.
This case involves an order of the commission under the hours of service law.

12. *Central R. R. Co. of New Jersey* v. *Interstate Commercé Commission.*
Dismissed by petitioner.
This case involves an order of the commission under the hours of service law.

13. *Delaware, Lackawanna & Western R. R. Co.* v. *Interstate Commerce Commission.*
Dismissed by petitioner.
This case involves an order of the commission under the hours of service law.

14. *New York Central & Hudson River R. R. Co.* v. *Interstate Commerce Commission.*
Dismissed by petitioner.
This case involves an order of the commission under the hours of service law.

15. *The United States of America et al.* v. *Union Stock Yards & Transit Co. et al.*
Argued on motion for mandamus. Decree requiring Chicago Junction Railway Co. to file tariffs in accordance with section 6 of the act to regulate commerce, but petition dismissed as to other matters and Union Stock Yards & Transit Co. and the Chicago Junction Railways & Union Stock Yards Co. held not to be common carriers subject to the act. Case assigned for further argument on December 6, 1911.
This case was instituted upon request of the commission, to compel the companies above mentioned to file tariffs, etc., in accordance with the provisions of the act, and to prevent the carrying out of the terms of a contract providing for the payment of $50,000 to Pfaelzer & Sons for locating and maintaining their plant on the tracks of the Union Stock Yards & Transit Co. in Chicago.

16. *Chicago, Milwaukee & St. Paul Ry. Co.* v. *Interstate Commerce Commission.*
Dismissed by petitioner.
This case involves an order of the commission reducing rate for the transportation of water tanks and substructures from Kendallville, Ind., to Beaver Dam, Wis.

17. *Chicago, Milwaukee & St. Paul Ry. Co.* v. *Interstate Commerce Commission.*
Dismissed by petitioner.
This case involves an order of the commission requiring the Chicago, Milwaukee & St. Paul Railway. Co. to establish rates on coal to all points on its line and to La Crosse and Sioux Falls from Cardiff, Ill.

18. *Russe & Burgess et al.* v. *Interstate Commerce Commission et al.*
Heard on motion for permanent injunction but not yet decided.
This case involves a decision of the commission declining to award reparation on shipments of hardwood lumber.

19. *Thompson Lumber Co. et al.* v. *Interstate Commerce Commission et al.*
Heard on motion for permanent injunction but not yet decided.
This case involves a decision of the commission declining to award reparation on shipments of hardwood lumber.

20. *Chicago, Rock Island & Pacific Ry. Co.* v. *Interstate Commerce Commission*
Not yet heard.
This case involves an order of the commission requiring the Chicago, Rock Island & Pacific Railway Co. to establish certain proportional class rates for the transportation from Rock Island to Des Moines of traffic originating east of the Illinois-Indiana State line.

21. *Goodrich Transit Co.* v. *Interstate Commerce Commission;*
22. *Goodrich Transit Co.* v. *Interstate Commerce Commission;*
23. *White Star Line* v. *United States et al.;* and
24. *White Star Line* v. *United States et al.*

Heard together on motion for permanent injunction, which was granted. Appeal taken to Supreme Court.
These cases involve the right of the commission under section 20 of the act to call for information concerning the business done by carriers subject to the act, and to prescribe the manner in which the books of such carriers shall be kept.

25. *Omaha & Council Bluffs Street Ry. Co. et al.* v. *Interstate Commerce Commission.*

Heard on motion for permanent injunction. Decree entered dismissing petition and appeal taken by petitioner to Supreme Court.

This case involves the jurisdiction of the commission over an electric railway operating between Council Bluffs and Omaha.

26. *The United States, ex rel. William R. Morrison et al.*, v. *The Long Island Ry. Co.*

Dismissed by petitioners.

This was a petition for a mandamus, filed in the United States Circuit Court for the Southern District of New York on November 28, 1896.

27. *New York Central & Hudson River R. R. Co. et al.* v. *Interstate Commerce Commission.*

Dismissed by petitioners.

This case involves an order of the commission requiring the carriers to remove a discrimination resulting from granting to millers located at interior points west of New York City a milling-in-transit privilege and refusing to grant a similar privilege to the Hecker-Jones-Jewell Milling Co., located at the latter point.

28. *Delaware, Lackawanna & Western R. R. Co.* v. *Interstate Commerce Commission.*

Permanent injunction issued in accordance with decision of Supreme Court on appeal from decree granting preliminary injunction. The Supreme Court held that a common carrier could not institute or prosecute such a proceeding.

This case involves an order of the commission requiring the Delaware, Lackawanna & Western Railroad Co. to construct a switch connection between its lines and the lines of the Rahway Valley Railroad Co.

29. *Pennsylvania R. R. Co.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

30. *Lehigh Valley R. R. Co.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

31. *The Pennsylvania R. R. Co.* v. *Interstate Commerce Commission et al.*

Argued on motion for permanent injunction but not yet decided.

This case involves an order of the commission requiring the carrier to cease and desist from a discrimination which results from certain rules of the Pennsylvania Railroad Co. pertaining to the distribution of coal cars.

32. *Southern Pacific Co.* v. *Interstate Commerce Commission.*

Not yet heard.

This case involves an order of the commission reducing certain class rates for the transportation of traffic from Sacramento to points in Nevada and Utah on the main line of the Southern Pacific Co. west of Ogden.

33. *Southern Pacific Co. et al.* v. *Interstate Commerce Commission.*

Not yet heard.

This case involves an order of the commission reducing certain class rates for the transportation of traffic from "eastern defined territory," which includes Texas, a portion of New Mexico, a portion of Colorado, and all States east thereof except certain States in the southeast, to points in Nevada.

34. *Atchison, Topeka & Santa Fe Ry. Co. et al.* v. *Interstate Commerce Commission.*

Not yet heard.

This case involves an order of the commission reducing certain class rates for the transportation of traffic from said eastern defined territory to Phoenix, Ariz.

35. *The Denver & Rio Grande R. R. Co.* v. *Interstate Commerce Commission.*

Not yet heard.

This case involves an order of the commission reducing the rate on beer shipped in carloads from Pueblo to Leadville, in the State of Colorado, where the shipments originate at St. Louis.

36. *The Atchison, Topeka & Santa Fe Ry. Co. et al.* v. *United States of America et al.*

Heard on motion for preliminary injunction and motion to dismiss. Preliminary injunction denied and motion to dismiss overruled. Amended petition filed.

This case involves an order of the commission reducing rates on lumber from points in the southwest to Omaha, South Omaha, and Lincoln, Nebr., and Des Moines and Council Bluffs, Iowa.

37. *Philadelphia & Reading Ry. Co.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

38. *The Baltimore & Ohio R. R. Co. et al.* v. *United States of America.*

Preliminary injunction granted and appeal taken to Supreme Court.

This case involves an order of the commission requiring carriers to cease and desist from a discrimination which results from the payment of lighterage allowances on sugar at New York to Arbuckle Bros., and the refusal of the carriers to pay like allowances to the Federal Sugar Refining Co.

39. *The Baltimore & Ohio R. R. Co. et al.* v. *United States of America et al.*

Preliminary injunction granted and appeal taken to Supreme Court.

This case involves an order of the commission requiring carriers to cease and desist from a discrimination which results from applying to the transportation of railroad fuel coal lower rates than those contemporaneously applied to the transportation of other coal.

40. *Norfolk & Western Ry. Co. et al.* v. *United States of America et al.*

Heard on motion for preliminary injunction, which was denied.

This case involves an order of the commission reducing certain class rates for the transportation of traffic to Durham and Winston-Salem, N. C., from Lynchburg and Roanoke, Va., and from Cincinnati, Ohio.

41. *The Atchison, Topeka & Santa Fe Ry. Co. et al.* v. *The United States of America et al.*

Heard on motion for preliminary injunction, which was denied.

This case involves an order of the commission reducing the rate on precooled and preiced fruit from points in southern California to eastern destinations.

42. *The Arkansas Fertilizer Co.* v. *The United States of America et al.*

Submitted on briefs upon motion for permanent injunction, but not yet decided.

This case involves a decision of the commission holding that the two-year limitation contained in section 16 of the act begins to run at time traffic is delivered by the carrier to consignee at point of destination.

43. *Boston & Maine R. R.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

44. *Southern Ry. Co. et al.* v. *United States of America et al.*

Heard on motions to dismiss but not yet decided.

This case involves a decision of the commission declining to award reparation on coal shipped from West Virginia to Montana.

45. *The New York, New Haven & Hartford R. R. Co.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

46. *The Nashville Grain Exchange et al.* v. *United States of America et al.*, and
47. *Louisville & Nashville R. R. Co. et al.* v. *United States of America et al.*

Heard together on motion for preliminary injunction, which was granted, and case assigned for submission of testimony and other evidence.

These cases involve an order of the commission requiring carriers to cease and desist from a discrimination which results from granting to shippers to and from Nashville what is known as a rebilling privilege and refusing to grant a similar privilege to shippers to and from Atlanta and other points in the State of Georgia. The privilege referred to allows a shipper to ship from a point of origin to an intermediate point and afterwards ship from the latter point to some point

of final destination upon a combination of rates which shall not exceed in the aggregate the through rate in effect from the point of origin to the point of final destination, where the sum of the local rates to and from the intermediate point would be greater than the through rate.

48. *Erie R. R. Co.* v. *Interstate Commerce Commission.*

Dismissed by petitioner.

This case involves an order of the commission under the hours of service law.

49. *Lehigh Valley R. R. Co.* v. *United States.*

Heard on motion for preliminary injunction, which was denied, and case assigned for hearing on motions to dismiss.

This case involves an order of the commission making certain reductions in the rates on coal from the Wyoming region in Pennsylvania to Perth Amboy, N. J.

50. *The Atchison, Topeka & Santa Fe Ry. Co.* v. *United States,* and
51. *Union Pacific R. R. Co. et al.* v. *United States.*

Heard together on motion for preliminary injunction, which was granted and from which appeal was taken to the Supreme Court. Cases assigned for consideration upon motion for final decree.

No. 50 involves a decision of the commission refusing in part and granting in part relief from the rule of the fourth section asked for by certain carriers on traffic shipped from the east to points intermediate between the Missouri River and the Pacific coast.

No. 51 involves an order of the commission requiring the carriers to cease and desist from exacting from eastern points greater rates to Spokane and Walla Walla, in the State of Washington, and La Grande, Baker City, and Pendleton, in the State of Oregon, than they contemporaneously exact to longer distance points on the Pacific coast.

52. *The Denver & Rio Grande R. R. Co. et al.* v. *United States.*

Heard on motion for preliminary injunction, which was denied.

This case involves an order of the commission reducing rates to Utah common points, including Salt Lake City, Provo, and Ogden, from Missouri River, Mississippi River, and Chicago territories, and in the opposite direction.

53. *The Flour City Line et al.* v. *Lehigh Valley R. R. Co. et al.*

Heard on motion for writ of mandamus, which was denied.

This case was instituted in court under section 23 of the act to regulate commerce to procure a writ of mandamus requiring the carriers to apply their division of a joint through rate, 9.2 cents per 100 pounds, instead of their local rate of 11 cents per 100 pounds, to the transportation from Buffalo to New York of shipments of grain and grain products which originate west of Buffalo and are carried to Buffalo by rail and lake.

54. *Anaconda Copper Mining Co. et al.* v. *United States of America.*

Not yet heard.

This case involves an order of the commission refusing reparation on coke shipped from the West Virginia-Pennsylvania ovens to Chicago and afterwards forwarded to Montana.

55. *Crane Iron Works* v. *United States of America.*

Not yet heard.

This case involves an order of the commission dismissing a complaint asking the commission to establish through routes and joint rates and award reparation on past shipments.

56. *The Kansas City Southern Ry. Co.* v. *The United States of America.*

Not yet heard.

This case involves orders of the commission made under section 20 of the act prescribing the method in which books of the carriers shall be kept.

57. *United States of America, ex rel. Stony Fork Coal Co. et al.* v. *Louisville & Nashville R. R. Co. and Southern Ry. Co.*

Not yet heard.

This case was instituted in court to compel the carriers to furnish cars for and transport coal from points on the Middlesborough Railroad, in the State of Kentucky, to points in other States.

APPENDIX E.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED ON INFORMAL PLEADINGS.

DECEMBER 1, 1910, TO NOVEMBER 30, 1911.

COMPLAINTS IN WHICH REPARATION WAS AUTHORIZED ON INFORMAL PLEADINGS.

FROM DECEMBER 1, 1910, TO NOVEMBER 30, 1911.

1262. *Lynchburg Foundry Co.* v. *Norfolk & Western Ry. Co.* April 4, 1911. Refund of $32.13 on one car of cast-iron pipe from Lynchburg, Va., to Alma, Mich. Excessive rate.

1349. *American Sheet & Tin Plate Co.* v. *Lake Shore & Michigan Southern Ry. Co.* December 16, 1910. Refund of $4.13 on shipment of sheet iron from McKeesport, Pa., to Janesville, Wis. Excessive rate.

1490. *American Sheet & Tin Plate Co.* v. *Pennsylvania Co.* May 1, 1911. Refund of $31.54 on shipment of roofing iron from Cambridge, Ohio, to Lake Charles, La. Excessive rate.

1511. *American Sheet & Tin Plate Co.* v. *Pennsylvania Co.* December 5, 1910. Refund of $12.58 on shipment of steel plate from Martins Ferry, Ohio, to Sterling, Ill. Excessive rate.

1515. *American Sheet & Tin Plate Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* April 7, 1911. Refund of $8.71 on shipment of sheet steel from Muncie, Ind., to Beloit, Wis. Excessive rate.

1696. *Superior Manufacturing Co.* v. *Minneapolis & St. Louis R. R. Co.* April 8, 1911. Refund of $9.60 on two shipments of lime from Superior, Wis., to Hopkins, Minn. Excessive rate.

1709. *Kaye & Carter Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 19, 1911. Refund of $1.05 on shipment of poles from Hines, Minn., to Reynolds, Ill. Excessive rate.

2028. *Hennessy Mercantile Co.* v. *Northern Pacific Ry. Co.* December 10, 1910. Refund of $21.28 on shipments of furniture from Chicago, Ill., to Butte, Mont. Excessive rate.

2351. *Pope & Eckhardt Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 17, 1911. Refund of $4.18 on two cars of corn from Utica and Sheffield, Ill., to Chicago, Ill. Excessive rate.

2600. *Jarodzki & Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* January 28, 1911. Refund of $5.35 on shipment of scrap iron from Eldorado, Ill., to Canton, Ohio. Misrouting.

2751. *W. T. Adams Machine Co.* v. *New Orleans, Mobile & Chicago R. R. Co.* March 24, 1911. Refund of $62.88 and waive collection of $31.44 on shipment of lumber from Hoy, Miss., to Corinth, Miss. Misrouting.

3215. *A. A. Jackson & Co.* v. *Texas Midland R. R. Co.* June 13, 1911. Refund of $21 on one car of potatoes from Provo, Utah, to Terrell, Tex. Excessive rate.

3367. *D. J. Peterson* v. *Michigan Central R. R. Co.* December 16, 1911. Refund of $108.94 on shipment of lath from Deward, Mich., to various points in Ohio. Excessive rate.

3430. *H. F. Smith* v. *St. Louis, Iron Mountain & Southern Ry. Co.* December 1, 1910. Refund of $56.37 on shipment of celery from Newland, Cal., to Nashville, Tenn. Misrouting.

3507. *L. V. Johnson* v. *Chicago, Rock Island & Pacific Ry. Co.* August 1, 1911. Waive collection of $21 on shipment of cement from Okarche, Okla., to Lindsborg, Kans. Misrouting.

3605. *Little River Lumber Co.* v. *Southern Ry. Co.* October 30, 1911. Refund of $1,779.09 on shipments of lumber from Townsend, Tenn., to various points. Excessive rate.

3636. *Northern Coal Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* October 25, 1911. Refund of $87 and waive collection of $293.50 on shipments of lumber at Minneapolis, Minn. Excessive switching charges.

3805. *Atlas Portland Cement Co.* v. *Southern Ry. Co.* April 27, 1911. Refund of $51.30 on three cars of cement from Northampton, Pa., to Johnson City, Tenn. Excessive rate.

3814. *Continental Oil Co.* v. *Union Pacific R. R. Co.* October 10, 1911. Refund of $169.18 on shipments of petroleum from Florence, Colo., to Park City, Utah. Excessive rate.

3867. *Spreckels Brothers Commercial Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 27, 1911. Refund of $71.02 on shipment of coke from Connellsville district, Pa., to Los Angeles, Cal. Excessive rate.

4179. *Tuffli Bros. Pig Iron & Coke Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* March 2, 1911. Refund of $24.66 on one car of coke from Handley, W. Va., to Orange, Tex. Excessive rate.

4202. *Utah Condensed Milk Co.* v. *Oregon Railroad & Navigation Co.* September 22, 1911. Refund of $63 on milk from Richmond, Utah, to Wallace, Idaho. Excessive rate.

4239. *John Miller & Co.* v. *Denver & Rio Grande R. R. Co.* July 27, 1911. Refund of $564.90 on seven cars of wool in grease from Cisco, Utah, to Chicago, Ill. Excessive rate.

4255. *Rock Island Plow Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 10, 1911. Refund of $38.92 on shipment of steel from Norwalk, Ohio, to Rock Island, Ill. Excessive rate.

4265. *Armour & Co.* v. *Chicago & Alton R. R. Co.* December 5, 1910. Refund of $81.13 on two cars of corn products from Chicago, Ill., to Kansas City, Mo. Excessive rate.

4361. *American Naval Stores Co.* v. *Louisville & Nashville R. R. Co.* February 9, 1911. Refund of $41.83 on shipment of turpentine from Gulfport, Miss., to Cleveland, Ohio. Excessive rate.

4387. *Duane Chair Co.* v. *Southern Ry. Co.* July 18, 1911. Refund of $219.05 on shipment of chair timber from Southern Railway stations to Dalton, Ga. Excessive rate.

4676. *Canada Car Co.* v. *Mobile, Jackson & Kansas City R. R. Co.* January 27, 1911. Refund of $42.08 on shipment of lumber from Mossville, Miss., to Montreal, Quebec. Misrouting.

4814. *Missouri Lumber & Mining Co.* v. *St. Louis & San Francisco R. R. Co.* December 12, 1910. Refund of $255.56 on six cars of lumber from Grandin, Mo., to Oglesby, Ill. Misrouting.

4848. *The Paraffine Paint Co.* v. *Southern Pacific Co.* December 23, 1910. Refund of $62.53 on one car of roofing and building paper from Paraffine, Cal., to Gooding, Idaho. Excessive rate.

4849. *The Paraffine Paint Co.* v. *Southern Pacific Co.* December 6, 1910. Refund of $165.51 on one car of roofing from Paraffine, Cal., to Gooding, Idaho. Excessive rate.

4878. *Farwell-Ozmun-Kirk Co.* v. *Toledo, St. Louis & Western R. R. Co.* May 25, 1911. Refund of $28.18 on shipment of galvanized sheets from Delphos, Ohio, to St. Paul, Minn. Excessive rate.

4898. *Stearns & Foster Co.* v. *Southern Ry. Co.* February 15, 1911. Refund of $47.72 on shipment of cotton linters from Demopolis, Ala., to Lockland, Ohio. Excessive rate.

4900. *Buckeye Cotton Oil Co.* v. *Southern Ry. Co.* August 15, 1911. Refund of $43.85 on shipment of cotton linters from Selma, Ala., to Lockland, Ohio. Excessive rate.

4960. *Parry Manufacturing Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* January 23, 1911. Refund of $31.15 and waive collection of $32.05 on one car of vehicles from Indianapolis, Ind., to Eagle, Wis. Excessive rate.

5250. *W. T. Ferguson Lumber Co.* v. *Louisiana & Arkansas Ry. Co.* December 7, 1910. Refund of $6.39 on shipment of lumber from Buchanan, Ark., to Gays Mills, Wis. Misrouting.

5268. *P. N. Harley* v. *Chicago, Rock Island & Pacific Ry. Co.* February 27, 1911. Waive collection of $16 on shipment of sash, doors, and blocks from Muscatine, Iowa, to Waycross, Ga. Misrouting.

5274. *Desel-Boettcher Co.* v. *St. Louis, Brownsville & Mexico R. R. Co.* May 13, 1911. Refund of $92.70 on one car of apples from Wenatchee, Wash., to Corpus Christi, Tex. Excessive rate.

5277. *Great Western Cereal Co.* v. *Chicago & Alton R. R. Co.* May 1, 1911. Refund of $10.50 on shipment of feed from Joliet, Ill., to Bowers, Pa. Excessive rate.

5391. *A. F. Cook & Co.* v. *Chicago Great Western Ry. Co.* April 10, 1911. Refund of $52.80 on one car of coal from Chicago, Ill., to Goldfield, Nev. Excessive rate.

5392. *P. M. Olfson Co.* v. *Elgin, Joliet & Western Ry. Co.* January 28, 1911. Refund of $96 on 48 cars of potatoes at East Joliet, Ill. Excessive reconsigning charge.

5396. *Ed. Boyt* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* June 15, 1911. Refund of $18.90 on one car of potatoes from Plainfield, Wis., to Vienna, Ill. Misrouting.

5424. *Continental Oil Co.* v. *Union Pacific R. R. Co.* October 27, 1911. Refund of $63.16 on three cars of oil from Florence, Colo., to Park City, Utah. Excessive rate.

5452. *Wallace-Ballard Lumber Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* April 8, 1911. Refund of $39.90 on shipment of lumber from Monaghan, Idaho, to Anamoose, N. Dak. Excessive rate.

5628. *St. Louis Syrup & Preserving Co.* v. *St. Louis & San Francisco R. R. Co.* January 27, 1911. Refund of $48 on shipment of sirup from St. Louis, Mo., to Tahlequah, Okla. Excessive rate.

5725. *A. L. Berry Coal Co.* v. *Illinois Central R. R. Co.* January 19, 1911. Refund of $12.36 and waive collection of $18.61 on shipment of coal from Chicago, Ill., to Kelvin, Ariz. Excessive rate.

5795. *Milliken Helm Commission Co.* v. *Illinois Central R. R. Co.* February 16, 1911. Refund of $248.05 on shipments of wheat from East St. Louis, Ill., to Chattanooga, Tenn., and various southern points. Nonallowance for grain doors.

5851. *White-Rumsey Grain Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* August 15, 1911. Refund of $39.40 on shipment of corn from Wellington, Ill., to Chatham, Va. Excessive rate.

5914. *California Vegetable Union* v. *Southern Pacific Co.* April 1, 1911. Refund of $1,135.65 on shipment of 44 cars of vegetables from various points in California to various points in the East. Excessive rate.

5916. *California Vegetable Union* v. *Southern Pacific Co.* January 27, 1911. Refund of $1,089.18 on shipments of celery from Smeltzer, Cal., to Indianapolis, Ind. Excessive rate.

6001. *Chattanooga Machinery Co.* v. *Southern Ry. Co.* December 21, 1911. Refund of $2.50 on shipment of machinery from Chattanooga, Tenn., to Tuckers Crossing, Miss. Excessive rate.

6076. *Plover Paper Co.* v. *Wisconsin Central Ry. Co.* April 17, 1911. Refund of $9.41 and $3.73 on shipment of paper from Stevens Point, Wis., to Indianapolis, Ind. Excessive rate.

6229. *National Tube Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* June 3, 1911. Refund of $167.42 on one car of wrought-iron pipe from Lorain, Ohio, to Jennings, La. Excessive rate.

6238. *Phoenix Milling Co.* v. *Southern Pacific Co.* December 12, 1910. Refund of $216.96 on two cars of flour and meal from Sacramento, Cal., to Virginia City, Nev. Excessive rate.

6267. *Wooten & Potts* v. *Rock Island Lines.* March 4, 1911. Refund of $18.03 on shipment of cotton from Chickasha, Okla., to Rome, Ga. Excessive rate.

6515. *Anheuser-Busch Brewing Association* v. *Chicago, Rock Island & Pacific Ry. Co.* April 29, 1911. Refund of $369.38 on shipments of empty beer packages from Bisbee, Douglas, and Phoenix, Ariz., to St. Louis, Mo. Excessive rate.

6527. *National Tube Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* November 9, 1911. Refund of $99.75 on one car of wrought-iron pipe from McKeesport, Pa., to Jennings, La. Excessive rate.

6529. *General Electric Co.* v. *West Shore R. R. Co.* March 27, 1911. Refund of $626.90 on shipments of machinery from Lynn, Mass., to Weehawken, N. J. Excessive rate.

6547. *Samuel Hastings Co.* v. *St. Louis & San Francisco R. R. Co.* August 9, 1911. Refund of $1.70 on shipment of hay from Cunningham Switch, Mo., to Gulfport, Miss. Larger car being furnished than ordered.

6635. *S. Davidson & Bros.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 11, 1911. Refund of $33.90 on shipment of furniture from Lenoir, N. C., to Des Moines, Iowa. Excessive rate.

6673. *Menefee-Jordan Lumber Co.* v. *Seaboard Air Line Ry.* December 28, 1910. Refund of $6.78 on shipment of lumber from Wilmington, N. C., to Lynchburg, Va. Excessive rate.

6711. *Tuttle Press Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 25, 1911. Refund of $6.66 on shipments of tissue paper from Appleton, Wis., to points in Central Freight Association territory. Excessive rate.

6756. *Garden City Sand Co.* v. *Chicago, Burlington & Quincy R. R. Co.* October 10, 1911. Refund of $45.20 on one car of sand from Millers, Ind., to Kewanee, Ill. Excessive rate.

6772. *American Steel & Wire Co.* v. *Chicago, Milwaukee & Gary Ry. Co.* February 18, 1911. Refund of $8.61 on shipment of wire fencing from Dekalb, Ill., to Atmore, Ala. Excessive rates.

6775. *Melczer Bros. Co.* v. *Southern Pacific Co.* August 31, 1911. Refund of $97.20 on shipment of beer bottles from Phoenix, Ariz., to Los Angeles, Cal. Excessive rate.

6791. *National Pickle & Can Co.* v. *Pere Marquette R. R. Co.* April 12, 1911. Refund of $66 on pickles from Grand Junction, Mich., to Chicago, Ill. Excessive rate.

6802. *National Elevator Co.* v. *Vandalia R. R. Co.* March 7, 1911. Refund of $15.68 on shipment of corn and oats from Filson and Arcola, Ill., to Nashville, Tenn. Excessive rates.

6852. *Chattanooga Pole Co.* v. *Southern Ry. Co.* August 10, 1911. Refund of $90 on shipment of telegraph poles from Loudon, Tenn., to Montgomery, Ala. Excessive rate.

6940. *La Belle Iron Works* v. *Wheeling & Lake Erie R. R. Co.* February 17, 1911. Refund of $5.50 and waive $1 on shipment of nails from Wheeling, W. Va., to Chicago Heights, Ill. Excessive rate.

6963. *Lytle-McClure-Smith Co.* v. *Green Bay & Western R. R. Co.* November 9, 1911. Refund of $8.02 on shipment of straw from Sawyer, Wis., to Detroit, Mich. Excessive rate.

6965. *Evansville Manufacturers' Association* v. *St. Louis Southwestern Ry. Co. of Texas.* February 2, 1911. Refund of $35.92 on shipment of folding beds from Evansville, Ind., to Dallas, Tex. Excessive rate.

6971. *New England Waste Co.* v. *Norfolk Southern Ry. Co.* July 18, 1911. Refund of $44.22 and waive $72.42 on shipment of factory sweepings from Goldsboro, N. C., to Boston, Mass. Excessive rate.

6977. *Acme Cement Plaster Co.* v. *Southern Ry. Co.* December 1, 1910. Refund of $8 on shipment of plaster from East St. Louis, Ill., to Barthell, Ky. Excessive rate.

6995. *In the Matter of Rates on Watermelons* v. *Chicago & Eastern Illinois R. R. Co.* April 24, 1911. Waive collection of $1,036.88 on 190 cars of watermelons from various points to Chicago, Ill. Excessive rate.

7120. *Alpha Portland Cement Co.* v. *Lehigh Valley R. R. Co.* February 4, 1911. Refund of $25.84 on shipments of cement from Alpha, N. J., to Fox Croft, Me. Excessive rate.

7149. *Johnson & Thierolf* v. *Missouri Pacific Ry. Co.* February 16, 1911. Refund of $62. Nonallowance for grain doors.

7150. *Towler Commission Co.* v. *Missouri Pacific Ry. Co.* December 23, 1910. Refund of $8.40. Nonallowance for grain doors.

7152. *Nelson Grain Co.* v. *Missouri Pacific Ry. Co.* August 24, 1911. Refund of $15.60. Nonallowance for grain doors.

7202. *Bass & McCue* v. *Illinois Central R. R. Co.* November 29, 1910. Waive collection of $166.83 on shipment of lumber from Robinson, Miss., to New Orleans, La. Excessive rate.

7230. *The West Coast Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 11, 1911. Refund of $54.34 on shipment of roofing paper from Waukegan, Ill., to Pueblo, Colo. Excessive rate.

7237. *T. J. Moss Tie Co.* v. *Evansville & Terre Haute R. R. Co.* May 6, 1911. Refund of $149.16 on 36 cars of ties from Evansville, Ind., to Stockland, Ill. Excessive rate.

7238. *T. J. Moss Tie Co.* v. *Evansville & Terre Haute R. R. Co.* May 13, 1911. Refund of $801.89 on 11 cars of ties from Evansville, Ind., to Stockland, Ill. Excessive rate.

7293. *Miller & Conrad Co.* v. *Vicksburg, Shreveport & Pacific Ry. Co.* July 19, 1911. Refund of $2.01 and waive collection of $9.74 on shipment of lumber from Dubberly, La., to Carthage, Ohio. Excessive rate.

7299. *American Milling Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* March 1, 1911. Refund of $11.68 on shipment of screenings from Chicago, Ill., to South Bartonville, Ill. Excessive rate.

7336. *Carstens Packing Co.* v. *Chicago, Milwaukee & Puget Sound Ry. Co.* February 4, 1911. Refund of $1,122.10 on two cars of oleo stock from Tacoma, Wash., to Copenhagen, Denmark. Excessive rate.

7340. *Jamison & Morris* v. *Southern Ry. Co.* May 27, 1911. Refund of $80.14 on shipment of brick from Augusta, Ga., to Greenville, S. C. Excessive rate.

7385. *Lanning-Harris Coal & Grain Co.* v. *Missouri Pacific Ry. Co.* December 1, 1910. Refund of $3.60. Nonallowance for grain doors on 19 cars.

7386. *Fowler Commission Co.* v. *Missouri Pacific Ry. Co.* January 19, 1911. Refund of $8.40. Nonallowance for grain doors.

7476. *Gulf Refining Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 26, 1911. Refund of $84.28 on one car of petroleum from Port Arthur, Tex., to Ruston, La. Excessive rate.

7497. *Louisiana Red Cypress Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* December 24, 1910. Refund of $4.21 on one car of lumber from Des Allemands, La., to Batavia, N. Y. Excessive rate.

7599. *C. A. Kerr & Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 23, 1911. Refund of $31.20 on shipment of cabbage from Seymour, Wis., to Muskogee, Okla. Excessive rate.

7603. *N. R. Allen's Sons Co.* v. *Northern Michigan Transportation Co.* March 11, 1911. Refund of $6.65 on shipment of harness leather from Kenosha, Wis., to Springfield, Mo. Excessive rate.

7612. *Lake Charles & Northern Ry. Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* March 9, 1911. Refund of $2,640.22 on shipments of gravel from Glidden and Kingsbury, Tex., to Lake Charles, La. Excessive rate.

7669. *Simmons Manufacturing Co.* v. *Chicago & North Western Ry. Co.* March 25, 1911. Refund of $21.67 on one car of scrap iron from Terre Haute, Ind., to Kenosha, Wis. Excessive rate.

7676. *H. W. Carr Co.* v. *Pere Marquette R. R. Co.* June 5, 1911. Refund of $15.13 on shipment of potatoes from Harrison, Mich., to Charleston, W. Va. Excessive rate, due to misrouting.

7740. *Rhodes & O'Connor* v. *Texas Midland R. R. Co.* October 27, 1911. Waive collection of $197.50 on shipment of hay from Torney, Okla., to Kaufman, Tex. Excessive rate.

7765. *Grasselli Chemical Co.* v. *Indiana Harbor Belt R. R. Co.* February 11, 1911. Refund of $215.46 on 10 cars of coal pyrites from Danville, Ill., to Grasselli, Ind. Excessive rate.

7803. *Huber & Fuhrman Drug Mills* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 1, 1911. Refund of $0.28 on shipment of drugs from Fond du Lac, Wis., to Manistee, Mich. Excessive rate.

7836. *W. W. Miller & Sons* v. *Kansas City, Mexico & Orient Ry. Co.* May 6, 1911. Refund of $35.60 on one car of corn from Anthony, Kans., to Galveston, Tex. Excessive rate.

7865. *Hobgood Bros.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* January 25, 1911. Refund of $47.26 on one car of cottonseed from Peck, Pa., to Clinton, La. Excessive rate.

7876. *Fowler Commission Co.* v. *Missouri Pacific Ry. Co.* December 14, 1910. Refund of $24 on account of nonallowance for grain doors on 20 cars of grain from Kansas City, Mo., to various points.

7895. *Samuel Hastings Co.* v. *Illinois Central R. R. Co.* April 8, 1911. Refund of $5.55 on shipment of hay from Cairo, Ill., to Hattiesburg, Miss. Excessive rate.

7901. *Van Schaack Calcium Works* v. *Pere Marquette R. R. Co.* April 11, 1911. Refund of $30 on shipment of salt from Mount Pleasant, Mich., to Macomb, Ill. Excessive rate.

7908. *Meriden Creamery Co.* v. *United States Express Co.* December 9, 1910. Refund of $28 on four shipments of butter from Enid, Okla., to Kansas City, Mo. Excessive rate.

7910. *J. G. Cherry Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* October 3, 1911. Refund of $7.71 on shipment of egg-case fillers from Peoria, Ill., to Sioux City, Iowa. Excessive rate.

7914. *W. E. Terhune Lumber Co.* v. *Southern Ry. Co.* June 10, 1911. Refund of $8.15 on two cars of lumber from Cardenas, N. C., to Chester, W. Va. Excessive rate.

7922. *John B. Losey* v. *Chicago, Rock Island & Pacific Ry. Co.* January 18, 1911. Refund of $7.69 on shipment of stock cattle from South Omaha, Nebr., to Valley Junction, Iowa. Excessive rate.

7938. *R. J. House & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 15, 1911. Refund of $5 on five cars of wheat from Kansas City, Mo., to various points. Grain doors.

7939. *Delmar Elevator Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 8, 1911. Refund of $144.65 on 88 cars of grain from Minneapolis, Minn., to various points. Grain doors.

7946. *A. J. McKenzie* v. *Chicago, Rock Island & Pacific Ry. Co.* November 2, 1911. Refund of $9.60 on two cars of wheat from Levant, Kans., to Kansas City, Mo. Grain doors.

7948. *Quaker Oats Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 1, 1911. Refund of $2.40 on two cars of barley from South Chicago, Ill., to Cedar Rapids, Iowa. Grain doors.

7957. *E. A. Brown* v. *Chicago, Rock Island & Pacific Ry. Co.* November 2, 1911. Refund of $7.20 on six cars of barley and wheat from White, S. Dak., to Minneapolis, Minn., and Chicago, Ill. Grain doors.

8026. *Fullerton Lumber Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 24, 1911. Refund of $37.95 on one car of roofing paper from Minneapolis, Minn., to Lemmon, S. Dak. Excessive rate.

8078. *Kimberly-Clark Co.* v. *Chicago & North Western Ry. Co.* February 2, 1911. Refund of $56 on two cars of news-print paper from Quinnesec, Mich., to New Orleans, La. Excessive rate.

8079. *Great Western Cereal Co.* v. *Michigan Central R. R. Co.* August 29, 1911. Refund of $183 on shipment of sucrene feed from Joliet, Ill., to eastern points. Excessive rate.

8083. *San Juan Lumber Co.* v. *Denver & Rio Grande R. R. Co.* December 21, 1910. Refund of $4.97 and waive collection of $14 on shipment of shingles from Pueblo, Colo., to Silverton, Colo. Excessive rate.

8176. *Sherwin-Williams Co.* v. *Chicago & Eastern Illinois R. R. Co.* January 28, 1911. Refund of $31.09 on shipment of zinc oxide from Coffeyville, Kans., to Kensington, Ill. Excessive rate.

8183. *Kingman Plow Co.* v. *Cincinnati, Hamilton & Dayton Ry. Co.* December 12, 1910. Refund of $51.50 on shipment of vehicles from Cincinnati, Ohio, to Manawa, Wis. Excessive rate.

8195. *Hawkeye Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co. et al.* May 1, 1911. Refund of $25.65 on one car of cement from Hannibal, Mo., to Centerville, Iowa. Excessive rate.

8209. *Superior Foundry Co.* v. *Wheeling & Lake Erie R. R. Co.* February 27, 1911. Refund of $11.02 on one car of piano plates from Cleveland, Ohio, to Rockford, Ill. Excessive rate.

8231. *Parry Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 13, 1911. Refund of $25.34 on shipment of vehicles from Indianapolis, Ind., to Elk City, Okla. Excessive rate.

8299. *Brown Fence and Wire Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 2, 1911. Refund of $0.68 on shipment of wire fence from Adrian, Mich., to Sumner, Okla. Excessive rate.

8325. *A. Wilde* v. *Illinois Central R. R. Co.* February 24, 1911. Refund of $56.12 on shipment of cottonseed from Jackson, Tenn., to Opelousas, La. Excessive rate.

8326. *Pennamich Lumber Co. (Ltd.)* v. *Illinois Central R. R. Co.* January 3, 1911. Refund of $10.68 on shipment of lumber from Tickfaw, La., to Morrison, Ill. Excessive rate.

8336. *J. Kramer & Co.* v. *Baltimore & Ohio R. R. Co.* March 2, 1911. Refund of $16.96 on shipment of mill cinders from Bellaire, Ohio, to Monessen, Pa. Excessive rate.

8346. *Commercial Milling Co.* v. *Lake Shore & Michigan Southern Ry. Co.* November 15, 1911. Refund of $5.88 and waive collection of $0.12 on shipment of flour from Detroit, Mich., to Kittanning, Pa. Excessive rate.

8356. *E. S. Woodworth & Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* December 1, 1910. Refund of $56.56 on shipment of middlings and kafir corn from Minneapolis, Minn., to Chicago, Ill. Excessive rate.

8482. *National Tube Co.* v. *Illinois Central R. R. Co.* December 8, 1910. Refund of $505.75 on four shipments of iron pipe from Versailles, Pa., to Jennings, La. Excessive rate.

8489. *Myers Stone Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 17, 1911. Refund of $97.95 on shipments of stone from Myers, Mo., to Dewey, Okla. Excessive rate.

8502. *Coffeyville Vitrified Brick & Tile Co.* v. *Kansas City Southern Ry. Co.* December 20, 1910. Refund of $87.26 on shipments of brick from Cherryvale, Ark., to Siloam Springs, Sulphur Springs, and Decatur, Ark. Excessive rate.

8515. *R. L. Brown* v. *Chicago, Rock Island & Pacific Ry. Co.* November 4, 1911. Refund of $13.20 on 11 cars of corn from Temple, Okla., to various points. Nonallowance for grain doors.

8528. *Randels & Grubb* v. *Chicago, Rock Island & Pacific Ry. Co.* November 4, 1911. Refund of $6 on 24 cars of corn and wheat from Ringwood and Lahoma, Okla., to various points. Nonallowance for grain doors.

8541. *Terminal Elevators* v. *Chicago, Rock Island & Pacific Ry. Co.* March 17, 1911. Refund of $4.80 on four cars of wheat from Gems, Kans., and Lewiston, Nebr., to Kansas City, Mo. Nonallowance for grain doors.

8542. *H. W. Cole* v. *Chicago, Rock Island & Pacific Ry. Co.* October 25, 1911. Refund of $3.60 on four cars of oats and wheat from Homestead and Ingersoll, Okla., to Oklahoma City, Okla., and Galveston, Tex. Nonallowance for grain doors.

8547. *Sprague Brothers* v. *Chicago, Rock Island & Pacific Ry. Co.* November 16, 1911. Refund of $6 on five cars of wheat and corn from Columbus Junction, Iowa, to various points. Nonallowance for grain doors.

8585. *Stock Yards Cotton & Linseed Meal Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 7, 1910. Refund of $33.40 and waive collection of $9.83 on shipment of cottonseed cake from Helena, Ark., to Lake City, Kans. Excessive rate.

8587. *J. L. Rumberger Lumber Co.* v. *Western Maryland R. R. Co.* June 28, 1911. Refund of $27.40 on shipment of lumber from West Virginia points to Stevenson's Siding, N. J. Excessive rate.

8625. *M. D. Wells Shoe Co.* v. *Minneapolis, St. Paul and Sault Ste. Marie Ry. Co.* December 12, 1910. Refund of $186.94 on shipment of shoe findings from Chicago, Ill., to Fond du Lac, Wis. Excessive rate.

8637. *Rea-Patterson Milling Co.* v. *Missouri, Kansas & Texas Ry. Co.* November 22, 1911. Refund of $125.76 on shipment of flour from Coffeyville, Kans., to Cotton Plant, Ark. Excessive rate.

8650. *National Refining Co.* v. *Missouri Pacific Ry. Co.* February 10, 1911. Refund of $259.80 on five cars of oil from Coffeyville, Kans., to Sioux Falls, S. Dak. Excessive rate.

8681. *Dover Iron Co.* v. *Louisville & Nashville R. R. Co.* August 1, 1911. Waive collection of $561.40 on shipment of ore from Columbus, Ky., to Tennessee Ridge, Tenn. Excessive rate.

8705. *Anderson, Clayton & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 10, 1910. Refund of $175.15 on cotton from Oklahoma City, Okla., to Galveston, Tex. Excessive rate.

8723. *Fullerton-Powell Hardwood Lumber Co. and J. S. Vaughn Lumber Co.* v. *St. Louis Southwestern Ry. Co.* February 7, 1911. Refund of $7 on lumber from Garland City, Ark., to St. Louis, Mo. Excessive reconsigning charge.

8725. *Greer-Houghton Lumber Co.* v. *Louisville & Nashville R. R. Co.* October 13, 1911. Refund of $9.48 on shipment of lumber from River Falls, Ala., to Milroy, Ind. Excessive rate.

8745. *Acme Cement Plaster Co.* v. *Chicago Great Western Ry. Co.* August 12, 1911. Refund of $19.80 on shipment of plaster from Gypsum, Iowa, to Lewiston, Mont. Excessive rate.

8750. *Maley & Wertz* v. *Vandalia R. R. Co.* January 28, 1911. Refund of $72.02 on shipment of lumber from Mooresville, Ind., to Moline, Ill. Excessive rate.

8757. *Woolson Spice Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 17, 1911. Refund of $15.46 and waive collection of $31.62 on shipment of coffee, spices, etc., from Toledo, Ohio, to Dallas, Tex. Excessive rate.

8778. *Gulf Lumber Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* February 14, 1911. Refund of $400.48 on shipment of turpentine cups from Daisy, Tenn., to Pickering, La. Excessive rate.

8783. *Union Fibre Company* v. *Chicago Great Western R. R. Co.* January 28, 1911. Refund of $14.19 on shipment of refrigerator lining from Winona, Minn., to Minneapolis, Minn. Excessive rate.

8785. *F. W. Brode & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 21, 1910. Refund of $80 and waive collection of $256 on shipments of cottonseed cake from Little Rock, Ark., to Longmont, Colo. Excessive rate.

8790. *Harris and Cole Bros.* v. *Illinois Central R. R. Co.* February 25, 1911. Refund of $29.90 on shipment of lumber from Cordova, Ala., to Metropolis, Ill. Excessive rate.

8792. *H. E. English* v. *Louisiana Ry. & Navigation Co.* January 18, 1911. Refund of $57.60 on shipment of sugar cane from New Orleans, La., to Louisville, Ky. Excessive rate.

8795. *Illinois Iron & Bolt Co.* v. *Chicago & North Western Ry. Co.* February 3, 1911. Refund of $198.60 on six cars of pig iron from Cadillac, Mich., to Chicago, Ill., reshipped to Carpentersville, Ill. Excessive rate.

8814. *Milwaukee Stove & Heater Co.* v. *Chicago & North Western Ry. Co.* August 23, 1911. Refund of $8.45 and waive collection of $7.90 on shipment of radiators, etc., from Detroit, Mich., to Plymouth, Wis. Excessive rate.

8847. *Du Pont Powder Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 9, 1910. Refund of $68.15 and waive collection of $7.75 on shipment of powder from Turck, Kans., to Lafayette, Colo. Excessive rate.

8850. *Texas Grain & Elevator Co.* v. *St. Louis Southwestern Ry. Co.* March 10, 1911. Refund of $27.83 on shipment of corn from Idolia, Mo., to Grandview, Tex. Excessive rate.

8861. *Simmons Hardware Co.* v. *St. Louis & San Francisco R. R. Co.* February 7, 1911. Refund of $9.62 on shipment of air-tight heaters from Valley Park, Mo., to Fayetteville, Ark. Excessive rate.

8862. *John Morrell & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 18, 1911. Refund of $17.85 on seven cars of hogs from Sioux Falls, S. Dak., to Ottumwa, Iowa. Excessive rate.

8873. *B. J. Means* v. *Kansas City, Mexico & Orient Ry. Co.* September 15, 1911. Refund of $57 on shipment of hay from Dill City, Okla., to Benjamin, Tex. Excessive rate.

8880. *C. N. Rose* v. *Nevada & California Ry. Co.* December 22, 1910. Refund of $117 on shipment of wood from Queen, Nev., to Laws and Shealy, Cal. Excessive rate.

8886. *Mercantile Lumber & Supply Co.* v. *Missouri Pacific Ry. Co.* December 10, 1910. Refund of $117.18 on shipment of ties from Reeds Spring, Mo., to Wolcott, Kans. Excessive rate.

8930. *Columbia Stone Co.* v. *Pennsylvania Co.* March 8, 1911. Refund of $112.91 and waive collection of $22.58 on six cars of rough stone from Columbia, Ohio, to McKees Rocks, Pa. Excessive rate.

8941. *H. F. Watson Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 8, 1911. Refund of $4.81 on one car of roofing paper from Erie, Pa., to Cumberland, Md. Excessive rate.

8984. *Wm. Ash* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* August 11, 1911. Refund of $13.73 on shipment of wood from Manitoba, Canada, to Grampian, Minn. Excessive rate.

8987. *Forest City Land & Lumber Co.* v. *Illinois Central R. R. Co.* February 23, 1911. Refund of $81.68 on one car of scrap iron from Warsaw, Miss., to Rockford, Ill. Excessive rate.

8997. *Acme Cement Plaster Co.* v. *Iowa Central Ry. Co.* March 8, 1911. Refund of $10.60 on one car of stucco from Gypsum, Iowa, to Little York, Ill. Excessive rate.

9003. *G. C. Simmons & Co. and Stahl Bros.* v. *San Antonio & Aransas Pass Ry. Co.* February 21, 1911. Refund of $54.06 on three cars of eggs from Flatonia and Gonzales, Tex., to New York, N. Y. Excessive rate.

9025. *American Brake Shoe & Foundry Co.* v. *Southern Ry. Co.* December 31, 1910. Refund of $8.39 on shipment of brake shoes from Chattanooga, Tenn., to Paducah, Ky. Excessive rate.

9048. *Great Western Cereal Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 10, 1911. Refund of $8 on one car of molasses feed from Joliet, Ill., to Mortonville, Pa. Excessive rate.

9065. *Hydraulic-Press Brick Co.* v. *Cincinnati & Muskingum Valley R. R. Co.* March 10, 1911. Refund of $39.15 on one car of brick from Roseville, Ohio, to Alexandria, La. Excessive rate.

9084. *Arizona Orange Association* v. *Arizona Eastern R. R. Co.* March 13, 1911. Refund of $57.89 on two cars of oranges from Phoenix, Ariz., to Boston, Mass. Excessive rate.

9087. *Arizona Orange Association* v. *Maricopa & Phoenix R. R. Co.* December 5, 1910. Refund of $28.51 on one car of oranges from Phoenix, Ariz., to Chicago, Ill., diverted to Terre Haute, Ind. Excessive rate.

9104. *J. B. Gray* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 12, 1911. Refund of $28.40 on one car of box lumber from Sikeston, Mo., to Canton, S. Dak. Excessive rate.

9110. *S. P. Coppock & Sons Lumber Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* December 1, 1910. Refund of $23.01 on one car of lumber from Campbellsburg, Ind., to Grand Rapids, Mich. Excessive rate.

9114. *The Rehfuss Co.* v. *Lake Shore & Michigan Southern Ry. Co.* May 17, 1911. Refund of $363.39 on shipments of live stock from Chicago, Ill., to Lorain, Ohio. Excessive rate.

9123. *C. F. Steele Furniture Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 12, 1910. Refund of $22.88 on two cars of furniture from Chicago, Ill., to Fairbury, Nebr. Excessive rate.

9144. *Durango Planing Mill & Lumber Co.* v. *Denver & Rio Grande R. R. Co.* December 21, 1910. Refund of $31.80 on five cars of shingles from Grand Junction, Colo., to Durango, Colo. Excessive rate.

9161. *J. J. Page* v. *Gulf, Colorado & Santa Fe Ry. Co.* February 1, 1911. Refund of $610.33 and waive collection of $610.47 on 14 shipments of stock cattle from Hitchcock, Tex., to Leonard, Okla. Excessive rate.

9164. *Ford Manufacturing Co.* v. *Illinois Central R. R. Co.* February 9, 1911. Refund of $27.07 on one car of building paper from Vandalia, Ill., to Clinton, Iowa. Excessive rate.

9194. *Kimberly-Clark Co.* v. *Michigan Central R. R. Co.* December 7, 1910. Refund of $76.78 on one car of soda ash from Wyandotte, Mich., to Kimberly, Wis. Excessive rate.

9225. *The Pulp Wood Co.* v. *Seaboard Air Line Ry.* December 21, 1910. Refund of $578.53 on 68 cars of pulp wood from various points to Portsmouth, Va. Excessive rate.

9227. *Dikeman Bros. & McKemy* v. *Iowa Central Ry. Co.* March 25, 1911. Waive collection of $45.37 on three shipments of stock cattle from South Omaha, Nebr., to Middle Grove, Ill. Excessive rate.

9243. *Parsons Hawkeye Manufacturing Co.* v. *Minneapolis & St. Louis R. R. Co.* December 7, 1910. Refund of $9.15 and waive collection of $41.08 on one car of pig iron from Duluth, Minn., to Newton, Iowa. Excessive rate.

9294. *Union Sand & Material Co.* v. *Mobile & Ohio R. R. Co.* March 9, 1911. Refund of $37.24 on one car of cement from St. Louis, Mo., to Memphis, Tenn. Excessive rate.

9308. *Minneapolis Threshing Machine Co.* v. *Union Pacific R. R. Co.* January 16, 1911. Refund of $130.56 on two cars of threshing machinery from Minneapolis, Minn., to Salina, Utah. Excessive minimum weight.

9323. *L. M. Meadors* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 17, 1911. Refund of $26.16 on two cars of strawberries from Dyer and Van Buren, Ark., to Topeka, Kans. Excessive rate.

9335. *W. G. McCain & Sons* v. *Virginia & Southwestern Ry. Co.* December 1, 1910. Refund of $20.80 on one locomotive from Bristol, Va.-Tenn., to Neva, Tenn. Excessive rate.

9366. *Bass-Hueter Paint Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* January 18, 1911. Refund of $600.60 on two cars of creosote oil from Glasgow, Scotland, to Seattle, Wash. Excessive rate.

9368. *Rosenbaum Bros.* v. *Oregon-Washington R. R. & Navigation Co.* May 17, 1911. Refund of $54.70 on shipment of oats from Warner, Wash., to Chicago, Ill. Excessive minimum weight.

9370. *A. M. Byers Co.* v. *Erie R. R. Co.* March 27, 1911. Refund of $130 on 71 cars of coal from Castle Shannon, etc., Pa., to Girard, Ohio. Nonabsorption of switching charges

9371. *Wm. K. Noble* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* January 20, 1911. Refund of $4.50 on shipment of hoops from Columbus, Ind., to Northumberland, Pa. Excessive rate.

9380. *Michigan Condensed Milk Co.* v. *Ann Arbor R. R. Co.* December 10, 1910. Refund of $37.29 on one car of condensed milk from Howell, Mich., to New Orleans, La. Excessive rate.

9414. *Badger Lumber Co.* v. *Midland Valley R. R. Co.* February 25, 1911. Refund of $8.70 on shipment of coal from Midland, Ark., to Marion, Kans. Excessive minimum weight.

9415. *Hope Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 3, 1911. Refund of $31.04 on two shipments of lumber from Doniphan, Ark., to Union, Mo. Excessive rate.

9422. *Wilkins & Biehl* v. *Trinity & Brazos Valley Ry. Co.* December 14, 1910. Refund of $16 on shipments of crushed oyster shells from Galveston, Tex., to Colorado Springs and Denver, Colo. Excessive rate.

9469. *Stone-Ordean-Wells Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* April 12, 1911. Refund of $9.84 on one car of fruit jars from Washington, Pa., to Duluth, Minn. Excessive rate.

9481. *Sam Williamson & Son* v. *Houston & Texas Central R. R. Co.* December 3, 1910. Refund of $132.05 on four cars of wheat from Kimberly, Idaho, to McKinney, Tex. Excessive rate.

9523. *Illinois Glass Co.* v. *Illinois Terminal R. R. Co.* November 13, 1911. Refund of $251.50 on four cars of bottles from Alton, Ill., to Sabinas, Coah., Mexico. Excessive rate.

9527. *Budlong Pickle Co.* v. *Pere Marquette R. R. Co.* June 9, 1911. Waive collection of $85.62 on three cars of pickles from Ravenna, Mich., to Chicago, Ill. Excessive rate.

9534. *Otto Kuehne Preserving Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 29, 1911. Refund of $108 and waive collection of $129.60 on three shipments of salted pickles from Chico and Nyberg, Colo., to North Topeka, Kans. Excessive rate.

9552. *H. M. Preston* v. *Cincinnati, Hamilton & Dayton Ry. Co.* September 19, 1911. Refund of $376.05 on nine cars of iron-pipe couplings from Dayton, Ohio, to Lenepah, Okla. Excessive rate.

9572. *Shawnee Cotton Oil Co.* v. *Missouri, Oklahoma & Gulf Ry. Co.* August 12, 1911. Refund of $9.78 on shipment of boiler, engine, and machinery from Indianapolis, Ind., to Allen, Okla. Excessive rate.

9598. *Kalamazoo Spring & Axle Co.* v. *Grand Rapids & Indiana R. R. Co.* December 10, 1910. Refund of $7 and waive collection of $10.50 on shipment of iron springs from Kalamazoo, Mich., to Moline, Ill. Excessive rate.

9623. *Lutz & Schramm Co.* v. *Buffalo, Rochester & Pittsburgh Ry. Co.* March 17, 1911. Refund of $6.26 and waive collection of $6.95 on one car of empty barrels from Allegheny, Pa., to St. Clair Springs, Mich. Excessive rate.

9629. *C. H. Billman & Sons* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* September 15, 1911. Refund of $17.58 on two cars of corn from Shelbyville, Ind., to Cincinnati, Ohio. Excessive rate.

9631. *International Flax Twine Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* September 20, 1911. Refund of $641.20 on 66 cars of flax from Wisconsin points to St. Paul, Minn. Excessive rate.

9663. *American Steel & Wire Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* December 8, 1910. Refund of $19.45 on shipment of barbed-wire fencing, etc., from Richmond, Ind., to Wrightstown, Wis. Excessive rate.

9665. *National Manufacturing Co.* v. *Chicago & North Western Ry. Co.* December 1, 1910. Refund of $10.75 on shipment of steel from Leechburg, Pa., to Sterling, Ill. Excessive rate.

9666. *Nichols & Cox Lumber Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 23, 1911. Refund of $19.09 on one car of lumber from Manistee, Mich., to Sandwich, Ill. Excessive rate.

9668. *H. F. Watson Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 15, 1911. Refund of $5.50 on shipment of roofing paper from Erie, Pa., to Alliance, Ohio. Excessive rate.

9669. *Lake Superior Produce Co.* v. *Copper Range R. R. Co.* September 26, 1911. Refund of $9.60 on one car of apples from Kalkaska, Mich., to Calumet, Mich. Excessive rate.

9683. *C. Runnigan* v. *Great Northern Ry. Co.* May 19, 1911. Waive collection of $86.64 on shipment of emigrant movables from Pelican Rapids, Minn., to Ray, N. Dak. Excessive rate.

9708. *P. D. Beckwith, Estate of,* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 21, 1911. Refund of $32.80 on shipment of stoves from Dowagiac, Mich., to Woodward, Okla. Excessive rate.

9727. *Evansville Hay Co.* v. *Louisville & Nashville R. R. Co.* December 21, 1910. Refund of $15.76 on shipments of hay from Iowa points to Evansville, Ind. Excessive rate.

9731. *American Beet Sugar Co.* v. *Southern Pacific Co.* August 24, 1911. Refund of $30.22 on shipment of sugar from Oxnard, Cal., to Hutchinson, Kans. Excessive rate.

9733. *The Eustis Mining Co.* v. *Maine Central R. R. Co.* March 17, 1911. Refund of $495.50 on 138 cars of ore at Portland, Me., from Eustis and Capelton, Province of Quebec. Excessive track storage charges.

9751. *Red Wing Manufacturing Co.* v. *Great Northern Ry. Co.* February 4, 1911. Refund of $77.94 on shipment of tables from Red Wing, Minn., to Spokane, Wash. Excessive minimum weight.

9761. *Wm. H. Vollmer et al.* v. *Louisville & Nashville R. R. Co.* December 1, 1910. Refund of $69.66 and waive collection of $203.85 on shipments of melons from Maunie, Ill., and Welborn, Ind., to Chattanooga, Tenn. Excessive rate.

9771. *Hagerman Alfalfa Growers' Association* v. *Eastern Ry. of New Mexico System.* December 10, 1910. Refund of $31.74 on 16 cars of hay from Hagerman, N. Mex., to Amarillo, Tex. Excessive minimum weight.

9798. *Boyle Commission Co.* v. *Mobile & Ohio R. R. Co.* December 7, 1910. Refund of $395.47 on 12 shipments of potatoes from Colorado common points to Mobile, Ala. Excessive rate.

9814. *Davidson Mill & Elevator Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 12, 1911. Waive collection of $151.20 on shipment of rice hulls from Bay City, Tex., to Muskogee, Okla. Excessive rate.

9828. *Berry-Bergs Coal Co.* v. *Wichita Valley Ry. Co.* February 11, 1911. Refund of $12.75 and waive collection of $5.47 on one car of coal from East St. Louis, Ill., to Stamford, Tex. Excessive rate.

9844. *The I. Lanski & Sons Scrap Iron Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 10, 1911. Refund of $53.23 on shipment of scrap iron from Sycamore, Ill., to Fort Wayne, Ind. Excessive rate.

9863. *Root Glass Co.* v. *Vandalia R. R. Co.* August 2, 1911. Refund of $32.90 on shipment of bottles from Terre Haute, Ind., to Newport, Ark. Excessive rate.

9864. *Landergrin Bros.* v. *Chicago, Rock Island & Gulf Ry. Co.* December 8, 1910. Refund of $724.80 on 55 cars of stock cattle from Vega, Tex., to Rosalie and Eureka, Kans. Excessive rate.

9865. *Savoy Fruit Co.* v. *Southern Pacific Co.* January 3, 1911. Refund of $44.15 on shipments of oranges from Savoy, Cal., to Colorado points. Excessive rate.

9868. *C. E. McCartney* v. *Southern Pacific Co.* August 2, 1911. Refund of $0.96 and waive collection of $6.71 on shipment of iron pump stand from Portland, Oreg., to Red Bluff, Cal. Excessive rate.

9911. *Standard Oil Co.* v. *Kansas City Southern Ry. Co.* December 5, 1910. Refund of $194.01 on shipments of gas oil from Sugar Creek, Mo., to Armstrong, Kans. Excessive rate.

9913. *Janesville Clothing Co.* v. *Chicago & North Western Ry. Co.* September 20, 1911. Refund of $6.85 on five shipments of cotton denims from New Orleans, La., to Janesville, Wis. Excessive rate.

9915. *National Refining Co.* v. *Missouri, Kansas & Texas Ry. Co.* July 25, 1911. Refund of $21.37 on four shipments of lubricating oil from Coffeyville, Kans., to Springfield, Ill. Excessive rate.

9927. *Buffalo Cold Storage Co.* v. *Missouri, Kansas & Texas Ry. Co.* October 13, 1911. Refund of $612.25 on six cars of dressed poultry from Greenville and Temple, Tex., to Buffalo, N. Y. Excessive rate.

9935. *National Biscuit Co.* v. *Missouri, Kansas & Texas Ry. Co.* December 30, 1910. Refund of $117.41 on two cars of crackers from New York, N. Y., to Houston, Tex. Excessive rate.

9945. *Noelke-Richards Iron Works* v. *Louisville & Nashville R. R. Co.* December 23, 1910. Refund of $846.46 on shipment of structural steel from Indianapolis, Ind., to Copenhagen, Tenn. Excessive rate.

9957. *Virginia Timber Co.* v. *Norfolk & Western Ry. Co.* February 11, 1911. Refund of $340.44 on seven cars of oak piles from Elam, Va., to Boston, Mass. Excessive rate.

9977. *Weil Bros. & Co.* v. *Louisville & Nashville R. R. Co.* November 8, 1911. Refund of $2 and waive collection of $8 on one car of scrap iron from Belleville, Ill., to Cleveland, Ohio. Excessive rate.

9981. *The Mahaffey Co.* v. *Louisville & Nashville R. R. Co.* March 17, 1911. Refund of $5.66 on one car of onions from Lansing, Ill., to Birmingham, Ala. Excessive rate.

10010. *Charleston Milling Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 17, 1911. Refund of $113.51 on shipments of flour, meal, etc., from Charleston, Mo., to various points. Excessive rate.

10029. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* February 4, 1911. Refund of $37.21 on shipments of snap corn from points in Missouri to points in Texas. Excessive rate.

10029½. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* March 2, 1911. Refund of $36.60 on shipment of snapped corn from Randles, Mo., to Goliad, Tex. Excessive rate.

10033. *W. McMillan & Son* v. *Chicago, Indianapolis & Louisville Ry. Co.* December 14, 1910. Refund of $44.37 on shipment of stone from Clear Creek, Ind., to San Antonio, Tex. Excessive rate.

10046. *Goodman Produce Co.* v. *Southern Pacific Co.* December 7, 1910. Refund of $73.80 on shipment of fruit from Los Angeles, Cal., to El Paso, Tex. Excessive rate.

10056. *J. M. Harrison, jr.*, v. *Atlantic Coast Line R. R. Co.* January 18, 1911. Refund of $204.55 and waive collection of $88.31 on six shipments of vegetables from St. Andrews, S. C., to New York, N. Y. Excessive rate.

10060. *Great Western Cereal Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* July 26, 1911. Refund of $7 and waive collection of $15.75 on shipment of molasses feed from Joliet, Ill., to Berkshire, N. Y. Excessive rate.

10097. *Oklahoma Portland Cement Co.* v. *St. Louis & San Francisco R. R. Co.* December 12, 1910. Refund of $43.70 on one car of cement from Ada, Okla., to Shamrock, Tex. Excessive rate.

10102. *Swift & Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* December 13, 1910. Refund of $145.11 on 13 cars of dressed beef from North Fort Worth, Tex., to Jamestown, N. Y. Excessive rate.

10103. *Geoghegan & Co.* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $75.78 on 37 shipments of cottonseed cake from various points to New Orleans, La., for export. Nonallowance for handling charges.

10118. *White Oak Hub Co.* v. *Illinois Central R. R. Co.* October 13, 1911. Refund of $25.35 on shipment of unfinished wagon hubs from Vina, Ala., to Springfield, Mo. Excessive rate.

10133. *Sunderland Bros. Co.* v. *Union Pacific R. R. Co.* December 10, 1910. Refund of $34.20 on one car of cement from Independence, Kans., to Oshkosh, Wis. Excessive rate.

10141. *J. P. Holt & Bro.* v. *Baltimore & Ohio R. R. Co.* December 23, 1910. Refund of $553.28 on nine cars of lumber from West Salisbury and Worth, Pa., to Dixie, Ohio. Excessive rate.

10173. *First National Bank of Fairmont* v. *Chicago & North Western Ry. Co.* December 31, 1910. Refund of $25.59 on three cars of scrap iron from Fairmont, Minn., to Chicago, Ill. Excessive rate.

10189. *L. B. McCoun Co. and Western States Portland Cement Co.* v. *Chicago & North Western Ry. Co.* September 18, 1911. Refund of $9.50 on two shipments of cement from Independence, Kans., to Atkinson and Beemer, Nebr. Excessive rate.

10192. *Alexander King & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 13, 1911. Refund of $9.93 and waive collection of $21.28 on five shipments of building stone from Galesburg, Ill., to Nowata, Okla. Excessive rate.

10211. *Indianapolis Paper Stock Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* December 9, 1910. Refund of $17.81 on 8 cars of scrap paper from Indianapolis, Ind., to Marseilles, Ill. Excessive rate.

10216. *C. W. Amspacher v. Chicago, Rock Island & Pacific Ry. Co.* August 12, 1911. Refund of $10.20 on one car of hogs from Stecker, Okla., to North Fort Worth, Tex. Excessive rate.

10219. *Mercantile Lumber Co.* v. *Illinois Central R. R. Co.* December 12, 1910. Refund of $29.70 on one car of lumber from Norfield, Miss., to New Albany, Miss. Excessive rate.

10222. *Great Western Oil Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 16, 1911. Refund of $20.58 on shipments of empty oil barrels from various New Mexico points to El Paso, Tex. Excessive rate.

10253. *Armour & Co.* v. *St. Louis & San Francisco R. R. Co.* January 23, 1911. Refund of $105 on 15 cars of meat from National Stockyards, Ill., to various points. Nonabsorption of switching charges.

10270. *Mill-Shoals Cooperage Co.* v. *Baltimore & Ohio S. W. R. R. Co.* April 29, 1911. Refund of $20.54 on three shipments of staves from Mill Shoals, Ill., to Tell City, Ind. Excessive rate.

10287. *American Lumber & Manufacturing Co.* v. *Atlantic Coast Line R. R. Co.* March 8, 1911. Refund of $11.14 on shipment of lumber from Rankins Siding, S. C., to Warriors Ridge, Pa. Excessive rate.

10296. *Quaker Oats Co.* v. *Erie R. R. Co.* December 10, 1910. Refund of $3.81 on shipment of hominy from Akron, Ohio, to Laurel, Miss. Excessive rate.

10341. *Acme Cement Plaster Co.* v. *Pere Marquette R. R. Co.* June 7, 1911. Refund of $9.76 on shipment of gypsum rock from Grand Rapids, Mich., to Mitchell, Ind. Excessive rate.

10373. *Jackson-Walker Coal & Material Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 24, 1911. Refund of $14.04 and waive collection of $3.41 on one car of coal from Mineral, Kans., to Topeka, Kans. Excessive rate.

10376. *Shadbolt & Boyd Iron Co.* v. *Chicago & North Western Ry. Co.* December 14, 1910. Refund of $72.04 on shipment of wagon material from Kenosha, Wis., to Pella, Iowa. Misrouting.

10389. *F. W. Ten Winkel Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 17, 1911. Refund of $113.56 on shipment of chairs from Thomasville, N. C., to San Francisco, Cal. Excessive rate.

10404. *Fowler Commission Co.* v. *Missouri Pacific Ry. Co.* June 19, 1911. Refund of $102.50 on 28 cars of grain, hay, etc., from Kansas City, Mo., to various points in Arkansas and Louisiana. Nonabsorption of switching and reconsigning charges.

10431. *Brooks Cut Stone Co.* v. *Southern Indiana Ry. Co.* September 19, 1911. Refund of $32.37 on two cars of stone from Bedford, Ind., to Leesville, La. Excessive rate.

10437. *Kalamazoo Spring & Axle Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 7, 1911, and March 25, 1911. Refund of $15.50 and $15 on two shipments of iron seat springs from Kalamazoo, Mich., to Moline, Ill. Excessive rate.

10443. *Jos. T. Ryerson & Son and La Belle Iron Works* v. *Wheeling & Lake Erie R. R. Co.* September 18, 1911. Refund of $12.99 on two shipments of steel sheets from Steubenville, Ohio, to Aurora, Ill. Excessive rate.

10444. *Davidson Mill & Elevator Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 12, 1911. Refund of $453.60 on six cars of ground rice hulls from Bay City, Tex., to Muskogee, Okla. Excessive rate.

10448. *Arizona Commercial Copper Co.* v. *Sunset R. R. Co.* June 24, 1911. Refund of $124.21 on shipments of fuel oil from Hazelton, Cal., to Globe, Ariz. Excessive rate.

10456. *Central Broom Co.* v. *Missouri Pacific Ry. Co.* December 31, 1910. Refund of $1,069.79 and waive collection of $4.07 on 54 cars of broom corn from Oklahoma points to Jefferson City, Mo. Excessive rate.

10461. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* April 11, 1911. Refund of $71.62 on shipments of corn from Louisiana points to Texas points. Excessive rate.

10464. *Pacific Fruit & Produce Co.* v. *Southern Pacific Co.* December 7, 1910. Refund of $18.66 on three cars of sweet potatoes from Turlock, Cal., to Tacoma, Wash. Excessive rate.

10521. *John Morrell & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 26, 1911. Refund of $721.64 on 17 cars of dressed hogs from Sioux Falls, S. Dak., to Ottumwa, Iowa. Excessive rate.

10523. *Grasselli Chemical Co.* v. *Lake Shore & Michigan Southern Ry. Co.* December 29, 1910. Refund of $59.95 on one car of zinc ore from Linden, Wis., to Cleveland, Ohio. Excessive rate.

10531. *E. L. Harper, jr.*, v. *Virginia & Southwestern Ry. Co.* January 27, 1911. Refund of $71 on one car of household goods from Big Stone Gap, Va., to New York, N. Y. Excessive rate.

10565. *Maine Central R. R. Co.* v. *Lehigh Valley R. R. Co.* December 8, 1910. Refund of $343.70 on 26 cars of steel rails from Buffalo, N. Y., to Auburn, Me. Excessive rate.

10575. *Inland Steel Co.* v. *Chicago, Indiana & Southern R. R. Co.* March 8, 1911. Refund of $5.56 on one car of bar steel from Indiana Harbor, Ind., to St. Charles, Mo. Excessive rate.

10595. *Campbell Holton & Co.* v. *Illinois Central R. R. Co.* March 11, 1911. Refund of $10.30 on shipments of cheese from Plymouth, Wis., to Bloomington, Ill. Excessive rate.

10608. *Rice-Stix Dry Goods Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 23, 1911. Refund of $18.88 on two shipments of cotton piece goods from St. Louis, Mo., to Nogales, Ariz. Excessive rate.

10611. *S. G. Godfrey* v. *Atlantic Coast Line R. R. Co.* January 25, 1911. Refund of $15.46 on one car of lumber from Mount Crogan, S. C., to Charlotte, N. C. Excessive rate.

10612. *Kingman Plow Co.* v. *Cincinnati, Hamilton & Dayton Ry. Co.* January 25, 1911. Refund of $27.66 on one car of vehicles from Cincinnati, Ohio, to Kendall, Wis. Excessive rate.

10627. *Ranney-Davis Mercantile Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 13, 1911. Refund of $59.51 on 16 cars of cotton piece goods from various points to Arkansas City, Ark. Excessive rate.

10641. *G. L. Chism* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 13, 1910. Waive collection of $71.03 on one car of coal from Hadley, Kans., to Miami, Tex. Excessive rate.

10719. *New Richmond Roller Mills Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* May 13, 1911. Refund of $129.04 on 20 shipments of oats from stations in Wisconsin to stations in Northern Michigan. Excessive rate.

10724. *New Etna Coal Co.* v. *Southern Ry. Co.* February 7, 1911. Refund of $26.33 on one car of coal from Whiteside, Tenn., to Sheffield, Ala. Excessive rate.

10725. *Armour & Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 28, 1911. Refund of $139.83 on four cars of meat from Fort Worth, Tex., to Plattsburg, N. Y. Excessive rate.

10743. *National Refining Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 15, 1911. Refund of $7.67 on shipment of carbon oil from Coffeyville, Kans., to Springfield, Ill. Excessive rate.

10751. *National Refining Co.* v. *Missouri, Kansas & Texas Ry. Co.* June 26, 1911. Refund of $15.48 on three cars of carbon oil from Coffeyville, Kans., to Decatur, Ill. Excessive rate.

10757. *American Milling Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* January 18, 1911. Refund of $6 on one car of feed from Linden, Ind., to Huntington, W. Va. Excessive rate.

10763. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* February 3, 1911. Refund of $714.27 on various shipments of snap corn. Excessive rate.

10772. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* February 4, 1911. Refund of $33.51 on one car of corn from Randles, Mo., to Commerce, Tex. Excessive rate.

10780. *Burkenroad Wilcox Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* February 17, 1911. Refund of $8.22 on shipments of paper and paper bags from New Orleans, La., to Beaumont, Tex. Excessive rate.

10794. *W. W. Cargill Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* January 3, 1911. Refund of $37.57 on two cars of timothy seed from Minneapolis, Minn., to Green Bay, Wis. Excessive rate.

10826. *Universal Portland Cement Co.* v. *Pennsylvania R. R. Co.* April 4, 1911. Refund of $49.02 on two cars of cement from Universal, Pa., to Central Islip and Whitestone, Long Island. Excessive rate.

10827. *Max Selliger & Co.* v. *Southern Ry. Co.* January 25, 1911. Refund of $328.71 on 24 cars of whisky from Louisville, Ky., to Hamburg, Germany. Excessive rate.

10831. *Hostler Coal & Coke Co.* v. *Wabash R. R. Co.* December 13, 1910. Refund of $16.71 on shipment of coal from Chicago, Ill., to Silver City, Iowa. Excessive rate.

10849. *Sam Williamson & Son* v. *San Pedro, Los Angeles & Salt Lake R. R. Co.* January 19, 1911. Refund of $86.61 on three cars of hay from Ogden, Utah, to Los Angeles, Cal. Excessive rate.

10851. *C. H. Hutcheson* v. *Central of Georgia Ry. Co.* January 28, 1911. Refund of $78.70 on two shipments of bagging from Griffin, Ga., to Covington, Ky. Excessive rate.

10852. *M. Rumely Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 25, 1911. Refund of $5.82 on shipments of engines and threshers from La Porte, Ind., to St. Paul, Minneapolis, and Duluth, Minn. Excessive rate.

10856. *Hartman Broom Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 25, 1911. Refund of $32.80 on one car of broom corn from Quinlan, Okla., to Clay Center, Kans. Excessive rate.

10859. *W. E. Williams Co.* v. *Chicago & Eastern Illinois R. R. Co.* February 24, 1911. Refund of $40.24 on shipment of oak lumber from Gordonsburg, Tenn., to Traverse City, Mich. Excessive rate.

10874. *Austin Powder Co.* v. *Wheeling & Lake Erie R. R. Co.* December 9, 1910. Refund of $166.32 on 11 cars of powder from Falls Junction, Ohio, to Boomer, W. Va. Excessive rate.

10883. *Lesser-Goldman Cotton Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 4, 1911. Refund of $10.10 on three cars of cotton from Little Rock, Ark., to Waterville, Me. Excessive rate.

10884. *Aurora Cooperage Co.* v. *Rock Island Lines.* August 10, 1911. Waive collection of $8.40 on shipment of butter tubs from Aurora, Ill., to Grundy Center, Iowa. Excessive rate.

10911. *A. Fugazzi & Co.* v. *Southern Express Co.* December 14, 1910. Refund of $16.95 on four shipments of fruit from Jacksonville, Fla., to Atlanta, Ga. Excessive rate.

10914. *Armour & Co.* v. *Texas & Pacific Ry. Co.* April 17, 1911. Refund of $19.82 on shipment of fresh meat from Fort Worth, Tex., to Columbus, Ohio. Excessive rate.

10929. *The Texas Co.* v. *Texas & Pacific Ry. Co.* January 20, 1911. Refund of $68.50 on shipment of coal oil from Gates, Tex., to Douglas, Ariz. Excessive rate.

10937. *Pioneer Roll Paper Co.* v. *Southern Pacific Co.* December 14, 1910. Refund of $274.23 on two cars of roofing paper from Los Angeles, Cal., to El Paso, Tex. Excessive rate.

10944. *Wm. Cameron & Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 24, 1911. Refund of $14.97 on shipment of lumber from Saron, Tex., to Tolleston, Ind. Excessive rate.

10969. *W. J. Carrington Lumber Co.* v. *Gulf, Colorado & Santa Fe. Ry. Co.* March 24, 1911. Refund of $159.70 and waive collection of $5.03 on shipment of lumber from Birdwell, Tex., to Homer, Okla. Excessive rate.

10973. *Ismert-Hincke Milling Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 24, 1911. Refund of $62.89 on five shipments of flour, bran, and feed from Kansas City, Mo., to Augusta, Mo. Excessive rate.

10975. *Calcasieu Long Leaf Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* March 11, 1911. Refund of $58.73 on shipments of lumber from Barnes Creek, La., to Douglas, Ariz. Excessive rate.

10981. *Matthews & Stubblefield* v. *St. Louis Southwestern Ry. Co.* February 4, 1911. Refund of $29 on shipment of snap corn from Bernie, Mo., to Winona, Tex. Excessive rate.

10982. *Pacific Fruit & Produce Co.* v. *Oregon & Washington R. R. Co.* December 1, 1910. Refund of $12.29 on two cars of sweet potatoes from East Portland, Oreg., to Tacoma, Wash. Excessive rate.

10988. *Colorado Alfalfa Milling Co.* v. *Missouri Pacific Ry. Co.* January 17, 1911. Refund of $19.25 on two cars of alfalfa meal from Ordway, Colo., to Memphis, Tenn. Excessive rate.

10991. *Weil Bros. & Co.* v. *Wabash R. R. Co.* January 26, 1911. Refund of $14.03 on shipments of wool from East St. Louis, Ill., to Fort Wayne, Ind. Excessive rate.

11029. *George Herren* v. *Oregon & Washington R. R. Co.* December 7, 1910. Refund of $6.28 on one car of onions from Mulloy, Oreg., to Tacoma, Wash. Excessive rate.

11030. *Fairbanks-Morse & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* June 7, 1911. Refund of $15.60 on shipment of machinery, etc., from Toledo, Ohio, to Beloit, Wis. Excessive rate.

11042. *Dierks Lumber & Coal Co.* v. *Kansas City Southern Ry. Co.* December 8, 1910. Refund of $41.19 on three shipments of lumber from Pullman, Ark., to Lincoln, Nebr. Excessive rate.

11043. *Spang-Chalfant & Co.* v. *St. Louis & San Francisco R. R. Co.* December 16, 1910. Refund of $3,425.54 on 68 cars of iron pipe from Sharpsburg, Pa., to Miami and Quapaw, Okla. Excessive rate.

11052. *Armour & Co.* v. *Texas & Pacific Ry. Co.* February 4, 1911. Refund of $23.10 on two cars of packing-house products from Fort Worth, Tex., to Newbern, N. C. Excessive rate.

11070. *Bessemer Limestone Co.* v. *Pennsylvania Co.* December 19, 1910. Waive collection of $173.68 on seven shipments of sand from Warwick, Ohio, to Walford, Pa. Excessive rate.

11071. *American Milling Co.* v. *Chicago & Alton R. R. Co.* March 10, 1911. Refund of $12.60 on shipment of feed from Pekin, Ill., to Linesville, Pa. Excessive rate.

11079. *F. W. Gieseke* v. *Great Northern Ry. Co.* August 9, 1911. Waive collection of $192 on 13 cars of sheep from South Omaha, Nebr., to Marshall, Minn. Excessive rate.

11086. *Nye-Schneider-Fowler Co.* v. *Chicago & Northwestern Ry. Co.* February 16, 1911. Refund of $73.03 on shipments of hogs from Iowa points to South Omaha, Nebr. Double-deck cars furnished.

11089. *Jeffersonville Coal & Elevator Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* December 13, 1910. Refund of $152.36 on 15 cars of coal from various points to Jeffersonville, Ind. Excessive rate.

11128. *Fairbanks, Morse & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 1, 1911. Refund of $15.60 on shipment of gas-engine parts from Delta, Ohio, to Beloit, Wis. Excessive rate.

11134. *W. F. Russell* v. *St. Louis & San Francisco R. R. Co.* April 1, 1911. Refund of $12.12 on one car of peaches from Hackett, Ark., to Cincinnati, Ohio. Excessive rate.

11135. *Fortson Shingle Co.* v. *Northern Pacific Ry. Co.* March 25, 1911. Refund of $7.28 on one car of shingles from Lampson, Wash., to Watson, Ill. Excessive rate.

11136. *Royal Colliery Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 14, 1910. Refund of $360.02 on shipments of coal from Virden, Ill., to Hannibal, Mo. Excessive rate.

11149. *McCord-Kistler Mercantile Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 14, 1910. Refund of $49.62 on one car of nails and staples from Kokomo, Ind., to Topeka, Kans. Excessive rate.

11162. *Fairbanks, Morse & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 29, 1911. Refund of $16.80 on shipment of machinery from Erie, Pa., to Beloit, Wis. Excessive rate.

11164. *Bernet, Craft & Kauffman Milling Co.* v. *Southern Ry. Co.* April 17, 1911. Refund of $11 on one car of bran and middlings from Mount Carmel, Ill., to Ripley, N. Y. Excessive rate.

11166. *H. W. Selle & Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* March 18, 1911. Refund of $17.75 on shipment of excelsior from Rice Lake, Wis., to Jeffersonville, Ind. Excessive rate.

11171. *Dickson Car Wheel Co.* v. *Louisville & Nashville R. R. Co.* December 21, 1910. Refund of $619.85 on 81 cars of pig iron from Ironaton, Ala., to Houston, Tex. Excessive rate.

11175. *National Zinc Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 16, 1910. Order to collect $1,456.84 on 14 cars of zinc concentrates from Whitewater, British Columbia, to Bartlesville, Okla., there being no rate in effect at time shipment moved.

11183. *E. Tyner* v. *Missouri, Oklahoma & Gulf Ry. Co.* September 19, 1911. Refund of $23.51 on shipment of snap corn from Newberg and Atwood, Okla., to Chat, Tex. Excessive rate.

11184. *H. Waldo* v. *Missouri, Oklahoma & Gulf Ry. Co.* August 1, 1911. Refund of $22.66 on one car of snap corn from Verdark, Okla., to Waxahachie, Tex. Excessive rate.

11186. *Venus Grain Co.* v. *Missouri, Oklahoma & Gulf Ry. Co.* August 1, 1911. Refund of $18.75 on one car of corn from Wainwright, Okla., to Waxahachie, Tex. Excessive rate.

11187. *Scott Mayer Commission Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 2, 1911. Refund of $112.80 on one car of celery from Denver, Colo., to Little Rock, Ark. Excessive rate.

11214. *American Tobacco Co.* v. *Kanawha Dispatch Routes.* April 17, 1911. Refund of $35.04 on three shipments of licorice mass from Camden, N. J., to Middletown, Ohio. Excessive rate.

11227. *Interstate Lumber Co.* v. *Southern Ry. Co.* July 19, 1911. Refund of $41.14 on shipments of lumber from Columbus, Miss., to Birmingham, Ala., and Wilmore, Ky. Excessive rate.

11228. *Rev. H. J. Schiek* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 4, 1911. Refund of $10.20 on shipment of household goods from Bensenville, Ill., to Evansville, Ind. Larger car being furnished than ordered.

11251. *Tarr & McComb* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 20, 1910. Refund of $436.20 on one car of fastenings from Minnequa, Colo., to Kingman, Ariz. Excessive rate.

11254. *T. W. Hines* v. *Gulf, Colorado & Santa Fe Ry. Co.* April 13, 1911. Refund of $28.80 on shipment of hay from Cameron, Okla., to Venus, Tex. Excessive rate.

11271. *All Roofing Manufacturing Co.* v. *Missouri Pacific Ry. Co.* March 16, 1911. Refund of $30.54 on two cars of liquid asphalt from Erie, Kans., to East St. Louis, Ill. Excessive rate.

11283. *Reisinger-Davis Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 23, 1911. Refund of $321.25 on shipments of cotton from Vincent, Ark., to Memphis, Tenn. Excessive rate.

11307. *General Chemical Co.* v. *Philadelphia & Reading Railway Co.* December 20, 1910. Refund of $450.51 on 22 cars of pyrites from Philadelphia, Pa., to Hegewisch, Ill. Excessive rate.

11321. *White Haven Coal Co.* v. *Missouri Pacific Ry. Co.* March 4, 1911. Refund of $91.08 on three cars of coal from Greenwood, Ark., to South Omaha, Nebr. Excessive rate.

11322. *True-Tagg Paint Co.* v. *Yazoo & Mississippi Valley R. R. Co.* December 31, 1910. Refund of $4.98 on three cars of paint from Memphis, Tenn., to Shreveport, La. Excessive rate.

11329. *American Sugar Refining Co.* v. *Erie R. R. Co.* June 24, 1911. Refund of $62.70 on six cars of sugar from Brooklyn, N. Y., to Keokuk and Davenport, Iowa. Excessive rate.

11331. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* December 23, 1910. Refund of $36 and waive collection of $30 on three cars of plaster from Laramie, Wyo., to Gregory and Dallas, S. Dak. Excessive rate and minimum.

11340. *Consolidated Water Power & Paper Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* May 1, 1911. Refund of $14,667.54 on 468 cars of pulp wood from Superior, Wis., to Grand Rapids, Stevens Point, and Ladysmith, Wis. Excessive rate.

11351. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* August 10, 1911. Refund of $29.36 on three shipments of gasoline from Buffalo, N. Y., to Flint and Saginaw, Mich. Excessive rate.

11352. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* August 10, 1911. Refund of $8.34 on shipment of gasoline from Buffalo, N. Y., to Manitowoc, Wis. Excessive rate.

11364. *Southern Cotton Oil Co.* v. *Atlantic Coast Line R. R. Co.* May 6, 1911. Refund of $27.40 on shipment of cottonseed from Handsom, Va., to Rocky Mount, N. C. Excessive rate.

11368. *National Produce Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* January 25, 1911. Refund of $2.92 on shipment of watermelons from Beverlys Mill, Ga., to St. Paul, Minn. Excessive rate.

11370. *Rumford Lumber Co.* v. *Maine Central R. R. Co.* May 13, 1911. Refund of $1,202.22 on 300 cars of pulp wood from various Quebec points to Rumford Falls, Me. Excessive rate.

11371. *A. E. Juergensen* v. *Chicago & North Western Ry. Co.* August 24, 1911. Refund of $36.12 on shipment of peaches from Dyer, Ark., to Racine, Wis. Excessive rate.

11373. *Smith & Powell* v. *Southern Pacific Co.* May 16, 1911. Refund of $2.18 and waive collection of $6.67 on shipment of horses from Reno, Nev., to Oakland, Cal. Excessive rate.

11378. *Church & Dwight Co.* v. *Old Dominion S. S. Co.* May 6, 1911. Refund of $25.92 on shipment of bicarbonate of soda from Syracuse, N. Y., to Anniston, Ala. Excessive rate.

11393. *Standard Asphalt & Rubber Co.* v. *Missouri Pacific Ry. Co.* April 17, 1911. Refund of $125.68 on shipment of asphalt from Independence, Kans., to Shawnee, Okla. Excessive rate.

11408. *Rosiclare Lead & Fluor Spar Mines* v. *Louisville & Nashville R. R. Co.* April 10, 1911. Refund of $45.57 on shipment of fluor spar from Shawneetown, Ill., to Ensley, Ala. Excessive rate.

11409. *Edison Portland Cement Co.* v. *Delaware, Lackawanna & Western R. R. Co.* December 10, 1910. Refund of $215.36 on shipments of cement from New Village, N. J., to Vermont points. Excessive rate.

11440. *Clarke & Eaton Co.* v. *Oregon R. R. & Navigation Co.* January 18, 1911. Refund of $24.29 on one car of vehicles from Moline, Ill., to Endicott, Wash. Excessive rate.

11459. *R. L. Dyer* v. *Missouri, Kansas & Texas Ry. Co.* January 4, 1911. Order to apply rate of 15 cents per 100 pounds on hay from Nichols, La., to Royse City, Tex.

11462. *J. W. Vance* v. *St. Louis & San Francisco R. R. Co.* May 10, 1911. Refund of $7.31 and waive collection of $16.80 on shipment of corn from Derry, Kans., to Pierce City, Mo. Excessive rate.

11463. *The Pressey-Tanner Co.* v. *Atchison, Topeka & Sante Fe Ry. Co.* January 18, 1911. Refund of $140.04 on two shipments of potatoes from Menoken, Colo., to El Paso, Tex. Excessive rate.

11466. *Hancock Bros.* v. *Southern Pacific Co.* December 24, 1910. Refund of $102.70 on five shipments of potatoes from Mante and Irwindale, Cal., to Salt Lake City, Utah. Excessive rate.

11471. *Peters Paper Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 22, 1911. Refund of $12.69 on shipment of strawboard from La Fayette, Ind., to Denver, Colo. Excessive rate.

11475. *Pullan Paper Stock Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* March 29, 1911. Refund of $25.20 and waive collection of $4.80 on one car of scrap paper from Winnipeg, Manitoba, to Minnesota Transfer, Minn. Excessive rate.

11490. *O. A. Cooper & Son* v. *Chicago, Burlington & Quincy R. R. Co.* December 10, 1910. Refund of $3.60 on one car of flour and feed from Humboldt, Nebr., to Grand River, Iowa. Excessive rate.

11505. *Adrian Wire Fence Co.* v. *Lake Shore & Michigan Southern Ry. Co.* May 27, 1911. Refund of $2.92 on shipment of wire fence from Adrian, Mich., to Ottoville, Ohio. Excessive rate.

11523. *Anheuser-Busch Brewing Association* v. *St. Louis Southwestern Ry. Co.* December 10, 1910. Refund of $9 on shipment of beer from St. Louis, Mo., to Thibodeaux, La. Excessive rate.

11536. *Atlantic Coast Lumber Corporation and Greenleaf-Johnson Lumber Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* January 5, 1911. Refund of $49.74 on three shipments of lumber from Norfolk, Va., to Hartford, Conn. Excessive rate.

11541. *Exchange Cotton & Linseed Meal Co.* v. *Missouri Pacific Ry. Co.* February 9, 1911. Refund of $6.75 on shipment of oil meal from Minneapolis, Minn., to McPherson, Kans. Excessive rate.

11550. *Blackwell's Durham Tobacco Co.* v. *Seaboard Air Line Ry.* December 15, 1910. Refund of $88.86 on four shipments of cigarette paper from Saugerties, N. Y., to Durham, N. C. Excessive rate.

11556. *Bettendorf Axle Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* February 18, 1911. Refund of $19.19 on shipment of truck frames from Bettendorf, Iowa, to Butler, Pa. Excessive rate.

11557. *Bettendorf Axle Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 25, 1911. Refund of $33.91 on two shipments of truck frames from Bettendorf, Iowa, to Huntington, W. Va. Excessive rate.

11560. *H. C. Brett* v. *Atlantic Coast Line R. R. Co.* December 20, 1910. Refund of $11 on shipment of agricultural lime from Suffolk, Va., to Mapleton, N. C. Excessive rate.

11561. *Kentucky Tie Co.* v. *Louisville & Atlantic R. R. Co.* April 5, 1911. Refund of $227.79 on six cars of ties from Caryton and Idamay, Ky., to Cincinnati, Ohio. Excessive rate.

11571. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* December 31, 1910. Refund of $27 and waive collection of $3 on one car of plaster from Laramie, Wyo., to Spencer, Nebr. Excessive rate.

11582. *Crystal Ice Co.* v. *Atlantic Coast Line R. R. Co.* December 5, 1910. Refund of $104.89 on shipments of coal from Iola, Tenn., to Sanford, Fla. Excessive rate.

11606. *J. M. Tift* v. *Atlantic Coast Line R. R. Co.* December 31, 1910. Refund of $87.64 on shipment of pears from Albany, Ga., to New York, N. Y. Excessive rate.

11611. *Harber Bros. Co.* v. *Cincinnati, Hamilton & Dayton Ry. Co.* April 3, 1911. Refund of $12 on one car of wagons from Troy, Ohio, to Freeland Park, Ind. Excessive rate.

11614. *Butters Lumber Co.* v. *Atlantic Coast Line R. R. Co.* January 5, 1911. Refund of $32.98 on shipment of molding and ceiling from Boardman, N. C., to Washington, D. C. Excessive rate.

11622. *Lake Creek Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 12, 1910. Refund of $25.97 on shipment of lumber from Ulmer, Tex., to Hobart, Ind. Excessive rate.

11629. *Bartlesville Zinc Co.* v. *International & Great Northern R. R. Co.* December 12, 1910. Refund of $102.14 on 18 cars of zinc ore from Laredo, Tex., to Bartlesville, Okla. Excessive minimum.

11636. *Himmelberger-Harrison Lumber Co.* v. *St. Louis & San Francisco R. R. Co.* March 11, 1911. Refund of $22.32 on shipment of nut coal from Johnston City, Ill., to Morehouse, Mo. Excessive rate.

11638. *Pacific Coast Borax Co.* v. *Tonopah & Tidewater R. R. Co.* December 23, 1910. Refund of $1,386.43 on shipments of borax from Coaldale, Nev., to Chicago, Ill. Excessive rate.

11640. *Waters-Pierce Oil Co.* v. *St. Louis & San Francisco R. R. Co.* October 13, 1911. Refund of $1,486.39 on shipments of petroleum products from Neodesha and Sugar Creek, Kans., to points in Oklahoma. Excessive rate.

11644. *The Texas Produce Co.* v. *Texarkana & Fort Smith Ry. Co.* September 19, 1911. Refund of $106.56 on two shipments of paper cartridges from New Haven and Bridgeport, Conn., to Texarkana, Ark. Excessive rate.

11648. *Kentucky Tie Co.* v. *Louisville & Atlantic R. R. Co.* April 5, 1911. Refund of $422.87 and waive collection of $36.33 on 11 cars of ties from Idamay and Cary, Ky., to Cincinnati, Ohio, and beyond. Excessive rate.

11659. *Cambria Steel Co.* v. *Baltimore & Ohio R. R. Co.* December 19, 1910. Refund of $1,171.90 on 92 cars of spiegeleisen from Baltimore, Md., to Johnstown, Pa. Excessive rate.

11675. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* April 5, 1911. Refund of $38.98 and waive collection of $0.98 on two shipments of corn from Anniston, Mo., to Hamilton, Tex. Excessive rate.

11683. *Jackson Fertilizer Co.* v. *Alabama & Vicksburg Ry. Co.* April 17, 1911. Waive collection of $722.57 on five cars of pyrites from Jackson, Miss., to Nashville, Tenn. Excessive rate.

11684. *Studebaker Bros. Manufacturing Co.* v. *Denver & Rio Grande R. R. Co.* May 11, 1911. Refund of $33.80 on shipment of vehicles from South Bend, Ind., to Denver, Colo. Excessive minimum.

11688. *Crookston Lumber Co.* v. *Lake Shore & Michigan Southern Ry. Co.* September 27, 1911. Refund of $53.26 and waive collection of $8.67 on shipments of lumber from Bemidji and Crookston, Minn., to La Porte, Ind. Excessive rate.

11693. *California & Hawaiian Sugar Refining Co.* v. *Northern Pacific Ry. Co.* December 14, 1910. Refund of $34.54 on shipment of sugar from San Francisco, Cal., to Roslyn, Wash. Excessive rate.

11714. *Fowler & Pay* v. *Northern Pacific Ry. Co.* February 1, 1911. Refund of $36.30 on two cars of lime from Mankato, Minn., to Glendive, Mont. Excessive rate.

11721. *Pioneer Cooperage Co.* v. *Michigan Central R. R. Co.* January 7, 1911. Refund of $3.90 on shipment of empty barrels from Chicago, Ill., to Detroit, Mich. Larger car being furnished than ordered.

11726. *Upham & Agler* v. *Chicago & North Western Ry. Co.* March 31, 1911. Refund of $2 on four shipments of lumber from Gresham and Bryant, Wis., to Chicago, Ill. Nonallowance for car stakes.

11731. *Fitts Mill & Elevator Co.* v. *Texas & Pacific Ry. Co.* December 12, 1910. Refund of $21.71 on shipment of ear corn from Mira, La., to Jonesville, Tex. Excessive rate.

11732. *American Sheet & Tin Plate Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 24, 1911. Refund of $8,461.34 on shipments of tin plate to Pacific coast, where it was manufactured into cans and exported.

11741. *Thos. Phillips Co.* v. *Missouri, Kansas & Texas Ry. Co.* July 22, 1911. Refund of $14.50 and waive collection of $1 on shipment of old rope from Chanute, Kans., to Akron, Ohio. Excessive rate.

11743. *Armour & Co.* v. *St. Louis & San Francisco R. R. Co.* January 19, 1911. Refund of $189.76 on 161 cars of packing-house products from North Fort Worth, Tex., to Birmingham, Ala. Excessive refrigerating charges.

11744. *Bettendorf Axle Co.* v. *Baltimore & Ohio R. R. Co.* July 26, 1911. Refund of $29.05 on two shipments of truck frames from Bettendorf, Iowa, to Butler and Johnstown, Pa. Excessive rate.

11750. *J. A. Cranston Lumber Co.* v. *Atlantic Coast Line R. R. Co.* May 4, 1911. Refund of $7.32 on shipment of box shooks from Fayetteville, N. C., to Wilmington, Del. Excessive rate.

11752. *Vollmer & Scott* v. *Northern Pacific Ry. Co.* December 31, 1910. Refund of $166.94 on shipment of junk from Grangeville, Idaho, to Spokane, Wash. Excessive rate.

11758. *Chase & Co.* v. *Atlantic Coast Line R. R. Co.* February 16, 1911. Refund of $52 on shipments of oranges from Pomona, Fla., to West Point, Ga. Excessive rate.

11771. *Union Naval Stores Co.* v. *Louisville & Nashville R. R. Co.* May 3, 1911. Refund of $62.41 and waive collection of $1,096.62 on shipment of rosin, etc., from Conoly, Ala., to Pensacola, Fla. Excessive rate.

11776. *Ford Manufacturing Co.* v. *Vandalia R. R. Co.* February 3, 1911. Refund of $15.60 on shipment of scrap iron from Vandalia, Ill., to Indianapolis, Ind. Excessive rate.

11778. *Semet-Solvay Co.* v. *Philadelphia & Reading Ry. Co.* March 11, 1911. Refund of $50.25 on four cars of ammonia sulphate from Steelton, Pa., to Baltimore, Md. Excessive rate.

11785. *Port Huron Salt Co.* v. *Michigan Central R. R. Co.* February 25, 1911. Refund of $10.36 on shipment of salt from Wyandotte, Mich., to Kidron, Ohio. Excessive rate.

11791. *Denver & Rio Grande R. R. Co.* v. *Wabash R. R. Co.* December 13, 1910. Refund of $518.34 on one car of locomotive fire boxes from Hammond, Ind., to Burnham, Colo. Excessive rate.

11792. *Denver & Rio Grande R. R. Co.* v. *Wabash R. R. Co.* December 13, 1910. Refund of $1,275.38 on shipment of locomotive fire boxes from Lima, Ohio, to Salt Lake City, Utah. Excessive rate.

11805. *American Steel & Wire Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 4, 1911. Refund of $956.33 on 35 cars of wire fence, etc., from Waukegan, Joliet, and De Kalb, Ill., to various points. Excessive rate.

11807. *Northern Maine Packing Co.* v. *Somerset & Maine Central R. R. Co.* July 25, 1911. Refund of $17.80 on two cars of canned corn from Solon, Me., to New York, N. Y. Excessive rate.

11813. *Salem Tannery* v. *Norfolk & Western Ry. Co.* December 7, 1910. Refund of $171.18 on 12 cars of bark from Waiteville, W. Va., to Salem, Va. Excessive rate.

11814. *Picher Lead Co.* v. *Chicago & Eastern Illinois R. R. Co.* December 5, 1910. Refund of $367.28 on six shipments of litharge from Joplin, Mo., to Chicago, Ill. Excessive rate.

11817. *Geo. A. Spang* v. *Missouri, Kansas & Texas Ry. Co.* April 13, 1911. Refund of $34.31 on two shipments of machinery and household goods from Butler, Pa., to Tulsa, Okla. Excessive rate.

11852. *Iowa Farming Tool Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 22, 1911. Refund of $8.41 on agricultural implements from Fort Madison, Iowa, to Fort Wayne, Ind. Excessive rate.

11865. *Licking River Lumber Co.* v. *Chesapeake & Ohio Ry. Co.* December 6, 1910. Refund of $15.36 on shipment of oak lumber from Central City, W. Va., to Lockport, N. Y. Excessive rate.

11867. *Ohio River Contract Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* February 4, 1911. Refund of $227.86 on 31 cars of cement from New Village, N. J., to Irvine, Ky. Excessive rate.

11871. *F. O. Zarn* v. *Missouri Pacific Ry. Co.* December 20, 1910. Refund of $12.52 on 21 cars of hay from Madison, Kans., to St. Joseph and Kansas City, Mo. Excessive rate.

11873. *L. Feenberg & Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 17, 1911. Refund of $44.22 on 4 cars of junk from Sallisaw, Vian, and Gore, Okla., to Fort Smith, Ark. Excessive rate.

11875. *Rumble & Wenzel Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* December 12, 1910. Refund of $60 on shipment of cottonseed from Natchez, Miss., to Oak Ridge, La. Excessive rate.

11888. *Ironton Iron Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* July 26, 1911. Refund of $10.08 and waive collection of $0.93 on shipment of pig iron from Ironton, Ohio, to Menasha, Wis. Excessive rate.

11896. *Oscar B. Nelson* v. *Chicago, Burlington & Quincy R. R. Co.* February 7, 1911. Refund of $10 and waive collection of $116 on shipment of household goods from Thompson, Nebr., to Gillette, Wyo. Excessive rate.

11897. *Drumm Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 11, 1911. Refund of $70.10 on 6 cars of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

11898. *Pinnell-McMullen Live Stock Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 15, 1911. Refund of $22 on shipment of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

11899. *Lee Live Stock Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 18, 1911. Refund of $79.70 on shipment of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

11900. *Crider Bros. Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 15, 1911. Refund of $134.70 on shipment of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

11914. *American Warehouse Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 24, 1911. Refund of $341.56 and waive collection of $28.28 on shipment of broom corn from Oklahoma points and Ashland, Kans., to Evansville, Ind. Excessive rate.

11929. *The Sherbrook Distilling Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* March 24, 1911. Refund of $6.54 on shipments of 5 barrels of brandy from Cincinnati, Ohio, to Charleston, S. C. Excessive rate.

11930. *A. J. Richardson* v. *Southern Pacific Co.* December 14, 1910. Refund of $39.90 on shipment of cattle from Aden, N. Mex., to Willcox, Ariz. Excessive rate.

11931. *Raleigh Lumber Co.* v. *Norfolk & Western Ry. Co.* December 7, 1910 Refund of $26 on 1 car of horses from Circleville, Ohio, to Raleigh, W. Va. Excessive rate.

11932. *Curtis Bros. & Co.* v. *Chicago & North Western Ry. Co.* December 31, 1910. Refund of $10.80 on 1 car of sash and doors from Clinton, Iowa, to Wheeling, W. Va. Excessive rate.

11938. *O. P. Jewett* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 23, 1910. Waive collection of $16.02 on shipment of nut coal from Hastings, Colo., to Amy, Kans. Excessive rate.

11944. *O. G. Orton* v. *Chicago, Rock Island & Gulf Ry. Co.* December 6, 1910. Refund of $306.20 and waive collection of $2.80 on 30 cars of stock cattle from Fulda, Tex., to Ryan, Okla. Excessive rate.

11949. *Krille-Nichols Wool & Hide Co.* v. *Union Pacific R. R. Co.* November 23, 1911. Refund of $84.73 on one car of sheep pelts from Trinidad, Colo., to Philadelphia, Pa. Excessive rate.

11953. *Jno. Hackett* v. *Southern Pacific Co.* December 21, 1910. Refund of $76 on one car of horses from Walnut Creek, Cal., to El Paso, Tex. Excessive rate.

11954. *Rotstein Bros.* v. *Chicago & North Western Ry. Co.* February 11, 1911. Refund of $9.85 on shipment of scrap steel from Janesville, Wis., to Hutchinson, Ill. Excessive rate.

11955. *Edison Portland Cement Co.* v. *Delaware, Lackawanna & Western R. R. Co.* December 21, 1910. Refund of $38.66 on two shipments of cement from New Village, N. J., to Portsmouth, N. H. Excessive rate.

11961. *The Wheel & Wood Bending Co.* v. *Delaware, Lackawanna & Western R. R. Co.* August 16, 1911. Refund of $24.75 on four cars of logs from Foster, Pa., to Bridgeport, Conn. Excessive rate.

11966. *Waters-Pierce Oil Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 2, 1911. Refund of $31.30 on two cars of naphtha from Sugar City, Mo., to Oklahoma City, Okla. Excessive rate.

11967. *Tamblyn Commission Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 25, 1911. Waive collection of $154.98 on 10 cars of cattle from Matthews, Tex., to Kansas City, Mo. Excessive rate.

11968. *Schwarzschild & Sulzberger Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 23, 1911. Refund of $47.46 on three cars of cattle from Matthews, Tex., to Kansas City, Mo. Excessive rate.

11969. *Louisiana & Pacific Ry. Co.* v. *Kansas City Southern Ry. Co.* December 31, 1910. Refund of $20.81 and waive collection of $129.07 on two cars of spikes and bolts from East St. Louis, Ill., to De Ridder, La. Excessive rate.

11972. *Harkrider-Morrison Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 2, 1911. Refund of $4.23 on shipment of potatoes from Shawnee, Okla., to Fort Worth, Tex. Excessive rate.

11973. *Bergman Produce Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 16, 1911. Refund of $18.51 on two shipments of potatoes from Shawnee and Choctaw, Okla., to Fort Worth, Tex. Excessive minimum.

11980. *W. L. Hunter and H. Levy* v. *Southern Pacific Co.* January 3, 1911. Waive collection of $67.50 and $33.75 on three cars of wood from Queen, Nev., to Citrus, Cal. Excessive rate.

11993. *E. J. Hackett* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* February 4, 1911. Refund of $147.45 on 10 cars of coal from Kentucky to New Albany, Ind., reconsigned to Scottsburg, Ind. Excessive rate.

11997. *Colorado, Kansas & Nebraska Coal Co.* v. *Colorado & Southern Ry. Co.* December 20, 1910. Refund of $16.50 on shipment of coal from Round Oak Mine, Colo., to Boydston, Tex. Excessive rate.

11998. *C. W. Hull & Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 25, 1911. Refund of $51.68 on three shipments of cement from Gas, Kans., to Superior, Wyo. Excessive rate.

11999. *Hicks and Wilkerson* v. *St. Louis Southwestern Ry. Co.* March 25, 1911. Refund of $3.90 on shipment of snap corn from Anniston, Mo., to Whitney, Tex. Excessive rate.

12001. *Mandeville Mills* v. *Central of Georgia Ry. Co.* January 3, 1911. Refund of $4.11 on two shipments of cotton yarn from Carrollton, Ga., to East Hampton, Mass. Excessive rate.

12011. *National Refining Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 27, 1911. Refund of $23.13 on shipment of lubricating oil from Coffeyville, Kans., to Birmingham, Ala. Excessive rate.

12012. *J. B. King & Co.* v. *Central R. R. Co. of New Jersey.* February 17, 1911. Refund of $20 on shipment of plaster from New Brighton, N. Y., to Binghamton, N. Y. Excessive rate.

12017. *McCullough Lumber Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 24, 1910. Refund of $24.82 and waive collection of $1 on shipment of shingles from Montesano, Wash., to Fresno, Cal. Excessive rate.

12037. *Justice Bateman & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* September 26, 1911. Refund of $47.62 on three shipments of wool from Miles City, Mont., to Philadelphia, Pa. Excessive weight.

12041. *Plymouth Gypsum Co.* v. *Chicago & North Western Ry. Co.* December 5, 1910. Refund of $3 and waive collection of $32 on one car of stucco from Fort Dodge, Iowa, to Hazel Green, Wis. Excessive rate.

12043. *Adams, Webster Co.* v. *Chicago & North Western Ry. Co.* March 30, 1911. Refund of $17.07 and waive collection of $5.90 on shipment of canned fruit from Hayward, Cal., to Lead, S. Dak. Excessive rate.

12047. *St. Joseph Hay & Feed Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 6, 1911. Refund of $5.95 on one car of bran and shorts from Clay Center, Nebr., to Wellsville, Mo. Incidental expenses due to misrouting.

12050. *L. Lete* v. *Missouri, Kansas & Texas Ry. Co.* March 29, 1911. Waive collection of $32 on shipment of emigrant outfit from Neosho Falls, Kans., to Rock Island, Tex. Excessive rate.

12052. *Robinson Clay Products Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* February 27, 1911. Refund of $24.68 on 19 cars of sewer pipe from Midvale, Ohio, to Naperville, Ill. Excessive rate.

12064. *Chattanooga Brewing Co.* v. *Alabama Great Southern R. R. Co.* June 13, 1911. Refund of $225.53 on 12 shipments of beer from Chattanooga, Tenn., to Monroe, La. Excessive rate.

12065. *McCord-Crockett & Kolp* v. *Illinois Central R. R. Co.* April 8, 1911. Refund of $306.05 on grain reshipped at Memphis, Tenn. Nonallowance for shrinkage.

12067. *H. L. Halliday Milling Co.* v. *Illinois Central R. R. Co.* December 20, 1910. Refund of $567.62 on 25 cars of corn from Nebraska points to Cairo, Ill. Excessive rate.

12068. *J. F. Prettyman & Sons* v. *Southern Ry. Co.* March 8, 1911. Refund of $209.14 on seven cars of iron rails from Savannah, Ga., to Summerville, S. C. Excessive rate.

12074. *Fentress Coal & Coke Co.* v. *Tennessee Central R. R. Co.* April 4, 1911. Refund of $11.18 on two cars of coal from Wilder, Tenn., to Villa Rica, Ga. Excessive rate.

12076. *Lockerby & Detert* v. *Chicago, Rock Island & Pacific Ry. Co.* November 3, 1911. Refund of $22.71 and waive collection of $2.09 on two shipments of roofing slate from Granville, N. Y., and Slatington, Pa., to Faribault, Minn. Excessive rate.

12088. *Ohio Iron & Metal Co.* v. *Baltimore & Ohio R. R. Co.* May 2, 1911. Refund of $5.94 on shipments of scrap iron from Sistersville, W. Va., to Pittsburgh, Pa. Excessive rate.

12091. *Blackwell's Durham Tobacco Co.* v. *Norfolk & Western Ry. Co.* February 4, 1911. Refund of $28.23 on 103 shipments of tobacco from Durham, N. C., to Des Moines, Iowa. Excessive rate.

12093. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* v. *Louisville & Nashville R. R. Co.* January 25, 1911. Refund of $23.76 on shipment of ties from Gap, Ky., to Cincinnati, Ohio, and Indianapolis, Ind. Excessive rate.

12105. *American Tobacco Co.* v. *Norfolk & Western Ry. Co.* February 4, 1911. Refund of $25.41 on shipment of smoking tobacco from Durham, N. C., to Des Moines, Iowa. Excessive rate.

12107. *Matthews & Stubblefield* v. *St. Louis Southwestern Ry. Co.* February 4, 1911. Refund of $27.23 on shipment of snapped corn from Bernie, Mo., to Winona, Tex. Excessive rate.

12108. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* February 6, 1911. Refund of $31.03 on corn from Bernice, Mo., to Blooming Grove, Tex. Excessive minimum.

12111. *Van Camp Packing Co.* v. *St. Louis Southwestern Ry. Co.* December 5, 1910. Refund of $67.10 and waive collection of $36.60 on canned tomatoes from Bloomingdale, Ind., to Little Rock, Ark. Excessive rate.

12117. *Doggett Grain Co.* v. *St. Louis Southwestern Ry. Co.* February 4, 1911. Refund of $37.06 on shipment of corn from Bloomfield, Mo., to Blooming Grove, Tex. Excessive minimum.

12133. *La Crosse Lumber & Grain Co.* v. *Missouri Pacific Ry. Co.* December 13, 1910. Refund of $9.60 on eight cars of wheat from Brownell, Kans., to Kansas City, Mo. Nonallowance for grain doors.

12135. *A. Klipstein & Co.* v. *Southern Ry. Co.* January 18, 1911. Waive collection of $235.25 on shipment of bleaching powder from Norfolk, Va., to Canton, N. C. Excessive rate.

12141. *American Cotton Oil Co.* v. *Southern Ry. Co.* March 4, 1911. Refund of $16.74 on one car of cottonseed oil from Honea Path, S. C., to Guttenburg, N. J. Excessive rate.

12142. *R. C. Booton* v. *Southern Ry. Co.* February 2, 1911. Refund of $48.31 on shipment of live stock from Orange, Va., to Baltimore, Md. Excessive minimum.

12148. *Wm. Farrell Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 10, 1911. Refund of $7.94 on shipment of lumber from Craigs Mill, Ark., to Kirksville, Mo. Excessive rate.

12159. *American Brake Shoe & Foundry Co.* v. *Southern Ry. Co.* December 14, 1910. Refund of $45.49 on shipment of brake shoes from Chattanooga, Tenn., to New Orleans, La. Excessive rate.

12161. *Rand Powder Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* April 25, 1911. Refund of $51.15 on one car of brimstone from Brimstone, La., to Marlow, Tenn. Excessive rate.

12162. *Deere & Co.* v. *Wheeling & Lake Erie R. R. Co.* September 19, 1911. Waive collection of $24.18 on two cars of steel shapes from Norwalk, Ohio, to Moline, Ill. Excessive rate.

12171. *Ozark Cooperage & Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 3, 1911. Refund of $7.73 on one car of elm hoops from Proctor, Ark., to Pittsburgh, Pa. Excessive rate.

12184. *D. M. Payne* v. *Southern Pacific Co.* May 2, 1911. Refund of $118.60 on three cars of citrus fruit from various points to El Paso, Tex. Excessive rate.

12190. *Groat Knitting Co.* v. *Delaware & Hudson Co.* March 24, 1911. Refund of $435.33 on 51 shipments of knit goods from Scranton, Pa., to Brooklyn, N. Y. Excessive rate.

12195. *A. Seligman* v. *Southern Ry. Co.* January 25, 1911. Refund of $60 on two cars of spelter from East St. Louis, Ill., to Buffalo, N. Y. Excessive rate.

12196. *Wm. Farrell Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 5, 1911. Refund of $15.98 on two cars of lumber from Craigs Mill, Ark., to Monroe and Clarksville, Mo. Excessive rate.

12201. *Swift & Co.* v. *St. Louis & San Francisco R. R. Co.* February 24, 1911. Refund of $82.14 and waive collection of $15.95 on ice and salt from North Fort Worth, Tex., to southeastern points. Excessive rate.

12203. *American Steel & Wire Co.* v. *Chicago, Milwaukee & Gary Ry. Co.* March 8, 1911. Refund of $40.13 on one car of wire and staples from De Kalb, Ill., to Tinsman, Ark. Excessive rate.

12205. *Billingsly Hardware Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 25, 1911. Refund of $5.43 on one car of seed from Springfield, Mo., to Howe, Okla. Excessive rate.

12206. *Dickson Car Wheel Co.* v. *Louisville & Nashville R. R. Co.* December 21, 1910. Refund of $247.15 on 23 cars of pig iron from Ironaton, Ala., to Houston, Tex. Excessive rate.

12209. *Bradford Kennedy Co.* v. *Union Pacific R. R. Co.* January 16, 1911. Refund of $16.22 on shipment of cedar posts from Cabinet, Idaho, to Lisco, Nebr. Excessive rate.

12224. *New Richmond Roller Mills Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* December 31, 1910. Refund of $59.19 on shipments of straw from Wisconsin points to Michigan points. Excessive rate.

12229. *Great Western Cereal Co.* v. *Chicago & Alton R. R. Co.* November 3, 1911. Refund of $8 on one car of feed from Joliet, Ill., to Boston, Mass. Excessive rate.

12231. *Blum & Kaeser* v. *Illinois Central R. R. Co.* November 15, 1911. Refund of $5.49 on two cars of cheese from Monroe, Wis., to Watertown, Wis. Excessive rate.

12235. *J. G. Falls & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $53.40 on 72 bales of cotton linters from Crystal Springs, Miss., to Hamburg, Germany. Excessive rate.

12238. *J. I. Glover* v. *St. Louis & San Francisco R. R. Co.* April 4, 1911. Refund of $30 on five cars of wheat from Kansas City, Mo., to Texarkana, Ark. Excessive rate.

12239. *G. H. Thies & Co.* v. *Missouri, Kansas & Texas Ry. Co.* January 16, 1911. Refund of $14 on two cars of sheep from Kansas City, Mo., to Oakwood, Kans. Excessive rate.

12243. *Dawson Produce Co.* v. *Denver & Rio Grande R. R. Co.* December 5, 1910. Refund of $52.93 on one car of apples from Canon City, Colo., to Oklahoma City, Okla. Excessive rate.

12246. *Milliken Bros.* v. *Central R. R. Co. of New Jersey.* April 8, 1911. Refund of $606.76 on 47 cars of iron beams from Bethlehem, Pa., to New York, N. Y. Excessive rate.

12252. *Swift & Co.* v. *Chicago & Eastern Illinois R. R. Co.* September 19, 1911. Refund of $144.57 on shipment of fertilizer from Chicago, Ill., to Auburn and Woodburn, Ky. Excessive rate.

12253. *Barber & Bennett* v. *Delaware & Hudson Co.* January 26, 1911. Refund of $12 on one car of grain from Buffalo, N. Y., to Albany, N. Y. Excessive rate.

12261. *Great Western Cereal Co.* v. *Chicago & Alton R. R. Co.* November 15, 1911. Refund of $8 on one car of feed from Joliet, Ill., to Roslyn, N. Y. Excessive rate.

12265. *Huie Hodge Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 11, 1911. Refund of $26.97 and waive collection of $2.71 on one car of lumber from Danville, La., to Checotah, Okla. Excessive rate.

12271. *H. H. Scudder & Co.* v. *Chicago & Alton R. R. Co.* September 20, 1911. Refund of $15 on one car of scrap iron from Marshall, Mo., to St. Louis, Mo. Excessive rate.

12293. *Gulf Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* September 1, 1911. Refund of $26.31 on shipment of lumber from Fullerton, La., to Edgewood, Ill. Excessive rate.

12298. *Munising Paper Co.* v. *Munising Ry. Co.* February 3, 1911. Refund of $17.85 on shipment of fire brick from Ashland, Ky., to Munising, Mich. Excessive rate.

12309. *Hallack & Howard Lumber Co.* v. *Denver & Rio Grande R. R. Co.* May 1, 1911. Refund of $458.65 on nine cars of lumber from Glencoe, Colo., to points in Colorado. Diversion due to blockade.

12319. *Miller Bros. Lumber Co.* v. *Southern Ry. Co.* June 26, 1911. Refund of $45.84 on shipment of lumber from Green Bay, Va., to East Pittsburgh, Pa. Excessive rate.

12340. *General Electric Co.* v. *Delaware, Lackawanna & Western R. R. Co.* December 5, 1910. Refund of $360.40 on shipment of burned out incandescent lamps from Portland, Oreg., to Harrison, N. J. Excessive rate.

12359. *Cahill Iron Works* v. *Illinois Central R. R. Co.* October 13, 1911. Refund of $74.46 on shipment of gravel fluor spar from Golconda, Ill., to Chattanooga, Tenn. Excessive rate.

12363. *H. H. Scudder & Co.* v. *Chicago & Alton R. R. Co.* April 12, 1911. Refund of $16.80 on shipment of scrap iron from Gilliam, Mo., to St. Louis, Mo. Excessive rate.

12374. *Keystone Steel & Wire Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 17, 1911. Refund of $19.08 on one car of wire fencing from Peoria, Ill., to Caldwell, Kans. Excessive rate.

12377. *L. Starks Co.* v. *Pere Marquette R. R. Co.* August 1, 1911. Refund of $44.55 on shipment of potatoes from Grant, Mich., to Richmond, Va. Excessive rate.

12390. *Seaboard Refining Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* June 10, 1911. Refund of $98.65 on three cars of cottonseed oil from Broussard, La., to Buffalo, N. Y., refined in transit at Gretna, La. Excessive rate.

12396. *Americus Oil Co.* v. *Seaboard Air Line Ry.* May 27, 1911. Refund of $10 on shipment of cottonseed hulls from Americus, Ga., to Bessemer, Ala. Excessive rate.

12399. *New River Lumber Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* April 17, 1911. Refund of $15.36 on shipment of lumber from Norma, Tenn., to St. Charles, Mo. Excessive rate.

12407. *E. S. Taylor* v. *Adams Express Co.* February 9, 1911. Refund of $8.19 on three shipments of butter, eggs, and chickens from Woodsfield, Ohio, to Wheeling, W. Va. Excessive rate.

12416. *S. C. Dunlap* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 30, 1910. Refund of $116.60 on shipment of corn from Wood River, Nebr., to San Diego, Cal. Excessive rate.

12419. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* January 16, 1911. Refund of $10 on shipment of coal from Whiteside, Tenn., to Dalton, Ga. Larger car being furnished than ordered.

12420. *American Brake Shoe & Foundry Co.* v. *Southern Ry Co.* January 18, 1911. Refund of $3.53 on shipment of brake shoes from Chattanooga, Tenn., to New Orleans, La. Excessive rate.

12421. *Western Rock Salt Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 8, 1911. Refund of $116 on one car of lump salt from Lyons, Kans., to Mesa, Ariz. Excessive rate.

12422. *Chattanooga Gas Co.* v. *Southern Ry Co.* May 27, 1911. Refund of $35.70 on shipment of coke from Chattanooga, Tenn., to Huntsville, Ala. Excessive rate.

12424. *R. B. Brown Oil Co.* v. *Chicago, & Eastern Illinois R. R. Co.* January 18, 1911. Refund of $25.44 on four cars of cottonseed hulls from St. Louis, Mo., to Hammond, Ind. Nonabsorption of switching charges.

12435. *Anheuser-Busch Brewing Association* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 12, 1910. Refund of $32.25 on two cars of empty beer packages from La Junta, Colo., to St. Louis, Mo. Excessive rate.

12447. *Boyle Commission Co.* v. *Louisville & Nashville R. R. Co.* December 28, 1910. Refund of $47.75 on two shipments of potatoes from Greeley, Colo., to Nashville, Tenn., and one shipment from Eaton, Colo., to Birmingham, Ala. Excessive rate.

12454. *Crutchfield & Woolfolk* v. *Louisville & Nashville R. R. Co.* December 5, 1910. Refund of $12.57 on nine shipments of grapes from Pewee Valley, Ky., to Pittsburgh, Pa. Excessive rate.

12457. *Union Fibre Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* December 31, 1910. Refund of $12.14 on one car of tow from Hammond, Wis., to Dayton, Ohio. Excessive rate.

12460. *Union Fibre Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* December 16, 1910. Refund of $8.90 and waive collection of $6.07 on shipment of tow from Hammond, Wis., to Cleveland, Ohio. Excessive rate.

12474. *Meridian Fertilizer Factory* v. *Louisiana & Arkansas Ry. Co.* February 27, 1911. Refund of $160.54 on eight shipments of fertilizer from Shreveport, La., to various points. Excessive rate.

12476. *Western Gypsum Co.* v. *Southern Pacific Co.* March 2, 1911. Waive collection of $655.88 on one car of fuel oil from Tracy, Cal., to Reno, Nev. Excessive rate.

12479. *Bright, Cay Commission Co.* v. *St. Louis & San Francisco R. R. Co.* December 1, 1910. Refund of $133.77 on 20 cars of cattle from Clearview, Okla., to National Stock Yards, Ill. Excessive rate.

12483. *Alexandria Mill & Elevator Co.* v. *Houston & Texas Central R. R. Co.* August 12, 1911. Refund of $44.96 on one car of ear corn from Rosa and Millville, La., to Bertram and Lake Victor, Tex. Excessive rate.

12486. *Drumm Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 9, 1911. Refund of $24.30 and waive collection of $55.90 on seven cars of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

12487. *Drumm Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 9, 1911. Refund of $13.24 on six cars of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

12488. *Lee Live Stock Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 11, 1911. Refund of $12.03 and waive collection of $1.83 on six cars of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

12500. *E. Stewart & Co.* v. *Southern Pacific Co.* May 31, 1911. Refund of $89.68 on two shipments of horses from Dillon, Mont., to Lovelock, Nev. Excessive rate.

12505. *Anheuser-Busch Brewing Association* v. *St. Louis & San Francisco R. R. Co.* January 27, 1911. Refund of $39 on one car of beer from St. Louis, Mo., to Thibodeaux, La. Excessive rate.

12507. *Mathilde Gin Co.* v. *Louisiana Western R. R. Co.* February 4, 1911. Refund of $51 on four shipments of cotton from Rayne, La., to Houston, Tex. Excessive rate.

12512. *S. D. Lester* v. *St. Louis & San Francisco R. R. Co.* December 14, 1910. Refund of $30.62 on shipment of coal from La Cygne, Kans., to Dodson, Mo. Excessive rate.

12515. *Dixie Mantel & Manufacturing Co.* v. *Southern Ry. Co.* March 29, 1911. Refund of $122.47 on one car of plumber's material from Maryville, Tenn., to Camden, N. J. Excessive rate.

12518. *The Jessup & Moore Paper Co.* v. *Baltimore & Ohio R. R. Co.* January 28, 1911. Refund of $77.31 and waive collection of $254.95 on 39 shipments of print paper from Rockland, Del., to New York, N. Y. Excessive rate.

12524. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* November 3, 1911. Refund of $16.68 on two cars of gasoline from Buffalo, N. Y., to Chillicothe, etc., Ill. Excessive rate.

12525. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* September 26, 1911. Refund of $37.42 on four cars of gasoline from Buffalo, N. Y., to Manitowoc, Wis., and Morrison, Ill. Excessive rate.

12528. *A. S. Getz* v. *Fort Worth & Denver City Ry. Co.* December 23, 1910. Refund of $52.92 on shipment of apples from Roswell, N. Mex., to Gonzales, Tex. Excessive rate.

12533. *Allen & Nelson Mill Co.* v. *Northern Pacific Ry. Co.* January 20, 1911. Waive collection of $23.85 on shipment of lumber from Monohon, Wash., to Loveland, Colo. Larger car furnished than ordered.

12559. *Standard Paving Co.* v. *Illinois Central R. R. Co.* December 10, 1910. Refund of $594.43 on five cars of sand from Liverpool, Ind., to Rockford, Ill. Excessive rate.

12561. *Carnegie Steel Co.* v. *Pennsylvania R. R. Co.* January 18, 1911. Refund of $121.16 on two cars of rails and fastenings from Bessemer, Pa., to Fontana, N. C. Excessive rate.

12562. *E. I. Du Pont de Nemours Powder Co.* v. *West Jersey & Seashore R. R. Co.* January 25, 1911. Refund of $29.27 on four cars of scrap iron from Magazine, N. J., to Kensington, Pa. Excessive rate.

12570. *F. S. Royster Guano Co.* v. *Georgia R. R.* March 6, 1911. Refund of $4,898.48 on 36 cars of phosphate rock from Macon, Ga., to Tarboro, N. C. Excessive rate.

12575. *Luger Furniture Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* February 1, 1911. Refund of $11.52 on one car of furniture from Jamestown, N. Y., to Minneapolis, Minn. Excessive rate.

12579. *Municipal Engineering & Contracting Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* April 29, 1911. Waive collection of $21.36 on two cars of concrete mixers from Winthrop Harbor, Ill., to Colon, Panama. Excessive rate.

12580. *Du Pont Powder Co.* v. *Southern Pacific Co.* January 18, 1911. Refund of $345.75 on 84 shipments of niter from Chile, South America, to Louviers, Colo. Nonabsorption of loading charges at Oakland, Cal.

12582. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* September 26, 1911. Refund of $8.29 on one car of gasoline from Buffalo, N. Y., to Earlville, Ill. Excessive rate.

12589. *Surry Lumber Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* December 8, 1910. Refund of $13.72 on one shipment of lumber from Norfolk, Va., to Hartford, Conn. Excessive rate.

12603. *Alex. Eccles & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 13, 1911. Refund of $23.50 on shipments of cotton from Shawnee, Okla., to Galveston, Tex. Excessive rate.

12604. *Gulf Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* March 13, 1911. Refund of $10.12 on shipment of lumber from Fullerton, La., to Marion, Ill. Excessive rate.

12609. *E. R. & D. C. Kolp* v. *St. Louis & San Francisco R. R. Co.* December 10, 1910. Refund of $25.99 on one car of milo maize from Altus, Okla., to Denver, Colo. Excessive rate.

12610. *Spokane Dry Goods Co.* v. *New York Central & Hudson River R. R. Co.* April 3, 1911. Refund of $59.09 on shipment of cotton knit goods from Amsterdam, N. Y., to Spokane, Wash. Smaller car furnished than ordered.

12623. *C. & J. Michel Brewing Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 27, 1911. Refund of $36.46 on one car of beer from La Crosse, Wis., to Yates, Mont. Excessive rate.

12625. *Swift & Co.* v. *Toledo, St. Louis & Western R. R. Co.* December 10, 1910. Refund of $4.48 on shipment of dressed poultry and eggs from East St. Louis, Ill., to Philadelphia, Pa. Nonabsorption of icing charges.

12626. *H. L. Collins Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* February 8, 1911. Refund of $33.46 on one car of cartons from Minnesota Transfer, Minn., to Denver, Colo. Excessive rate.

12638. *Jerome Lumber Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 27, 1911. Refund of $35.78 on three cars of lumber and stulls from Maine, Ariz., to Jerome, Ariz. Excessive rate.

12639. *Block-Pollak Iron Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 10, 1911. Refund of $213.60 and waive collection of $180.96 on four shipments of scrap iron from Lufkin, Tex., to Carondelet, Mo. Excessive rate.

12644. *The Burlington Grain Elevator Co.* v. *Illinois Central R. R. Co.* January 19, 1911. Refund of $201.60 on 132 cars of grain from East St. Louis, Ill., to various points. Nonallowance for grain doors.

12649. *Samuel Cupples Woodenware Co.* v. *Hocking Valley Ry. Co.* February 9, 1911. Waive collection of $5.67 on shipment of wrapping paper from Appleton, Wis., to Athens, Ohio. Excessive rate.

12650. *Valley City Milling Co.* v. *Ann Arbor R. R. Co.* May 22, 1911. Refund of $16 on two cars of beans from Shepherd, Mich., to Bloomington, Ill. Excessive rate.

12651. *L. Wolf Manufacturing Co.* v. *Chicago & Alton R. R. Co.* May 22, 1911. Refund of $13.21 on one car of washstands from Chicago, Ill., to St. Louis, Mo. Excessive rate.

12657. *E. O. Painter Fertilizer Co.* v. *Atlantic Coast Line R. R. Co.* June 7, 1911. Refund of $1.49 on shipment of fertilizer from Jacksonville, Fla., to Fort Payne, Ala. Excessive rate.

12661. *Ilfeld-Vandewart Wool Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 16, 1910. Refund of $1,831.23 on 18 shipments of wool from Holbrook, Ariz., and Gallup, N. Mex., to Albuquerque, N. Mex. Excessive rate.

12663. *Lanning-Harris Coal & Grain Co.* v. *Kansas City Southern Ry. Co.* January 16, 1911. Refund of $21.26 on one car of chops from Kansas City, Mo., to Pine Ridge, Tex. Excessive rate.

12667. *Goodland Cypress Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* June 26, 1911. Refund of $33.32 on one car of lumber from Chacahoula, La., to Green Island, N. Y. Excessive rate.

12669. *S. D. Hyde & Co.* v. *Chicago, Burlington & Quincy R. R. Co.* February 2, 1911. Refund of $18 on one car of potatoes from Comstock, Minn., to Lincoln, Nebr. Excessive rate.

12676. *A. Dickinson Co.* v. *Chicago, Burlington & Quincy R. R. Co.* March 25, 1911. Refund of $30.18 on one car of pop corn from Ord, Nebr., to Portland, Oreg. Excessive rate.

12680. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 7, 1911. Refund of $84.48 on shipment of wire fencing, etc., from Joliet, Ill., to Goddard, Kans. Excessive rate.

12685. *Upham & Agler* v. *Chicago & North Western Ry. Co.* December 10, 1910. Refund of $1.46 on three shipments of lumber from Mattoon and Hurley, Wis., and Ironwood, Mich., to Chicago, Ill. Nonallowance for car stakes.

12690. *Summitt Sewer Pipe Co.* v. *Cleveland, Akron & Columbus Ry. Co.* March 23, 1911. Refund of $28.96 on three cars of sewer pipe from Akron, Ohio, to Two Rivers, Wis. Excessive rate.

12693. *E. S. Griffith* v. *Chicago, Rock Island & Pacific Ry. Co.* August 16, 1911. Refund of $43.04 on one car of broom corn from Fletcher, Okla., to Minneapolis, Minn. Excessive rate.

12695. *Valley Produce Co.* v. *Pere Marquette R. R. Co.* December 12, 1910. Refund of $9.93 on three cars of hay from Unionville, Mich., to Boston, Mass. Excessive rate.

12697. *Wm. Farrell Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 10, 1911. Refund of $6 on one car of lumber from Craigs Mill, Ark., to Columbus, Mo. Excessive rate.

12707. *West Virginia Pulp & Paper Co.* v. *Western Maryland Ry. Co.* February 15, 1911. Refund of $23.94 on shipments of printing paper from Luke, Md., to Rahway, N. J. Excessive rate.

12709. *L. R. T. Dixon* v. *New York, Philadelphia & Norfolk R. R. Co.* June 13, 1911. Refund of $25.20 on one car of cord wood from Makemie Park, Va., to Crisfield, Md. Excessive rate.

12711. *Ernst-Davis Grain Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 14, 1911. Refund of $9.82 on one car of oats from Williamsburg, Iowa, to Mosby, Mo. Excessive rate.

12716. *American Steel & Wire Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* January 26, 1911. Refund of $38.66 on one car of wire from Richmond, Ind., to Le Seuer, Minn. Excessive rate.

12722. *C. J. Hill* v. *Central Vermoni Ry. Co.* December 13, 1910. Refund of $67.30 on six cars of granite from Windsor, Vt., to Richmond, Quebec. Excessive rate.

12724. *Arizona Marble Co.* v. *Southern Pacific Co.* December 10, 1910. Refund of $647.22 on one car of marble from Olga, Ariz., to Peoria, Ill. Excessive rate.

12730. *Lisco Mercantile Co.* v. *Union Pacific R. R. Co.* November 4, 1911. Waive collection of $25.45 on one car of lumber from Thomson Spur, Idaho, to Lisco, Nebr. Excessive rate.

12738. *Hall & Brown Wood Working Machine Co.* v. *Louisiana Ry. & Navigation Co.* December 23, 1910. Refund of $28.66 and waive collection of $96.34 on shipment of scrap iron and machinery from Colfax, La., to St. Louis, Mo. Excessive rate.

12739. *Carnegie Steel Co.* v. *Pittsburgh, Lisbon & Western R. R. Co.* March 11, 1911. Refund of $96.46 on four shipments of fire clay from Lisbon, Ohio, to Clairton, Pa. Excessive rate.

12743. *Evans-Snider-Buell Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 22, 1910. Refund of $246.40 and waive collection of $18.70 on 10 cars of cattle and hogs from Bastrop, La., to East St. Louis, Ill. Excessive rate.

12744. *Rev. Father Rampart* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 15, 1911. Refund of $13.35 on shipment of lumber from Maine, Ariz., to Jerome, Ariz. Excessive rate.

12745. *Williams & Fitzhugh Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $3,872.27 on shipments of corn and oats from Illinois points and Missouri River points to Memphis, Tenn., for reshipment. Nonabsorption of transit charges.

12746. *J. B. Horton & Co.* v. *Illinois Central R. R. Co.* January 25, 1911. Refund of $4,896.47 on shipment of oats and corn to Memphis, Tenn. Nonabsorption of transit charges.

12747. *J. C. West & Co.* v. *Illinois Central R. R. Co.* January 25, 1911. Refund of $2,640.02 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12748. *Williams & Fitzhugh Co.* v. *Illinois Central R. R. Co.* February 9, 1911. Refund of $2,178.49 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12749. *Webb & Maury* v. *Illinois Central R. R. Co.* March 18, 1911. Refund of $2,222.04 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12750. *Hartfield & Cook* v. *Illinois Central R. R. Co.* February 9, 1911. Refund of $1,533.31 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12751. *E. C. Buchanan & Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $1,128 20 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12752. *Williams & Fitzhugh Co.* v. *Illinois Central R. R. Co.* January 25, 1911. Refund of $2,371.43 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12753. *Yates & Donnelson Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $453.80 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12754. *Webb & Maury* v. *Illinois Central R. R. Co.* January 25, 1911. Refund of $721.48 on shipments of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12755. *C. E. Patteson & Co.* v. *Illinois Central R. R. Co.* February 9, 1911. Refund of $638.55 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12756. *Davis & Andrews Co.* v. *Illinois Central R. R. Co.* March 10, 1911. Refund of $3,243.36 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12757. *The H. J. Hasenwinkle Co.* v. *Illinois Central R. R. Co.* January 26, 1911. Refund of $784.42 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12758. *P. A. Patrick & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $136.79 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12759. *P. A. Patrick & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $98.80 on shipment of corn and chops from Wapella and Sabina, Ill., to Memphis, Tenn. Nonabsorption of transit charges.

12760. *P. A. Patrick & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $27.20 on two shipments of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12761. *Hartfield & Cook* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $65.67 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12762. *H. J. Hasenwinkle Co.* v. *Illinois Central R. R. Co.* January 21, 1911. Refund of $269.06 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12763. *Hartfield & Cook* v. *Illinois Central R. R. Co.* January 25, 1911. Refund of $11.14 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12764. *Jones & Rogers* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $107.47 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12765. *C. E. Patteson & Co.* v. *Illinois Central R. R. Co.* February 3, 1911. Refund of $344.67 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12766. *W. P. Brown & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $21.60 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12767. *J. B. Horton & Co.* v. *Illinois Central R. R. Co.* February 3, 1911. Refund of $12.60 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12770. *Jones & Rogers* v. *Yazoo & Mississippi Valley R. R. Co.* January 26, 1911. Refund of $28 on two shipments of oats to Memphis, Tenn. Nonabsorption of transit charges.

12771. *Hartfield & Cook* v. *Illinois Central R. R. Co.* February 3, 1911. Refund of 51 cents on shipment of corn from Council Bluffs, Iowa, to Memphis, Tenn. Nonabsorption of transit charges.

12772. *Hartfield & Cook* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $43.40 on shipment of corn and oats to Memphis, Tenn. Nonabsorption of transit charges.

12775. *Whitewater Lumber & Coal Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 1, 1911. Refund of $27.78 on shipment of coal from Koehler, N. Mex., to Whitewater, Kans. Excessive rate.

12776. *R. A. Kelly Co.* v. *Pittsburgh, Cleveland, Cincinnati & St. Louis Ry. Co.* February 15, 1911. Refund of $112.24 on one car of rope from Xenia, Ohio, to Eras, La. Excessive rate.

12782. *Union Oil Co. of California* v. *Southern Pacific Co.* February 4, 1911. Refund of $115.15 on six cars of staves and heading from Houlton, Oreg., and Aberdeen, Wash., to Maltha, Cal. Excessive rate.

12787. *Postum Cereal Co.* v. *Missouri Pacific Ry. Co.* August 28, 1911. Refund of $8.40 on one car of Toasties from Battle Creek, Mich., to Salina, Kans. Excessive rate.

12793. *Swift & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 24, 1911. Refund of $477.01 on 14 shipments of fresh meat from North Fort Worth, Tex., to Port Huron and Saginaw, Mich. Excessive rate.

12795. *Gilmore-Rankin Lumber Co.* v. *Atlantic Coast Line R. R. Co.* December 21, 1910. Refund of $56.10 on shipment of building material from Fayetteville, N. C., to Philadelphia, Pa. Excessive rate.

12809. *Newman Bros.* v. *Oregon Short Line R. R. Co.* April 1, 1911. Refund of $331.05 on one car of corn from Glenville, Nebr., to Shoshone, Idaho. Excessive rate.

12817. *Farmers' Manufacturing Co.* v. *Seaboard Air Line Ry. Co.* March 25, 1911. Refund of $81.24 on nine cars of staves from Lewiston, N. C., to Norfolk, Va. Excessive rate.

12818. *American Milling Co.* v. *Louisville & Nashville R. R. Co.* January 16, 1911. Refund of $3 and waive collection of $21 on one car of feed from Owensboro, Ky., to Monroe, La. Excessive rate.

12819. *Purcell & Co.* v. *Gulf, Colorado & Santa Fe Ry. Co.* August 12, 1911. Refund of 17 cents and waive collection of $24.47 on one car of potatoes from Idaho Falls, Idaho, to Galveston, Tex. Excessive rate.

12824. *Piper Roofing Co.* v. *Norfolk & Western Ry. Co.* January 28, 1911. Refund of $138.43 on one car of roofing slag from Reading, Pa., to Roxboro, N. C. Excessive rate.

12827. *Pittsburgh Plate Glass Co.* v. *St. Louis & San Francisco R. R. Co.* April 12, 1911. Refund of $79.53 on six cars of cast-iron pipe from Birmingham, Ala., to Crystal City, Mo. Excessive rate.

12829. *Lundquist Fish Co.* v. *American Express Co.* December 31, 1910. Refund of $4.32 on one car of twine from Astoria, Oreg., to Nahcotta, Wash. Excessive rate.

12837. *Geo. F. Troutwine & Sons Co.* v. *New York Central & Hudson River R. R. Co.* December 12, 1910. Refund of $26.56 on two cars of hides from Hoboken, N. J., to Gloversville, N. Y. Excessive rate.

12844. *Bemis Bros. Bag Co.* v. *Missouri, Kansas & Texas Ry. Co.* December 20, 1910. Refund of $24.25 on one car of cement bags from Kansas City, Mo., to Mildred, Kans. Excessive rate.

12845. *Union Sand & Material Co.* v. *Mobile & Ohio R. R. Co.* December 24, 1910. Refund of $9.12 on shipment of cement from St. Louis, Mo., to Alto Pass, Ill. Excessive rate.

12846. *Zorn-Hornung Co.* v. *Pennsylvania Co.* December 31, 1910. Refund of $43.23 on shipment of iron pipe from Gibsonburg, Ohio, to Dewey, Okla. Excessive rate.

12847. *Sayre & Fisher Co.* v. *Raritan River R. R. Co.* February 7, 1911. Refund of $170 on eight shipments of brick from Sayreville, N. J., to Roxbury, Mass. Excessive rate.

12851. *Coffeyville Vitrified Brick & Tile Co.* v. *Missouri, Kansas & Texas Ry. Co.* December 24, 1910. Refund of $56.43 on three shipments of brick from Coffeyville, Kans., to Denison, Tex. Excessive rate.

12852. *Anchor Broom Co.* v. *St. Louis & San Francisco R. R. Co.* December 7, 1910. Refund of $65.25 on one car of broom corn from Canton, Okla., to Springfield, Mo. Excessive rate.

12853. *H. H. Franklin Manufacturing Co.* v. *Delaware, Lackawanna & Western R. R. Co.* May 1, 1911. Refund of $20.61 on one car of automobiles from Syracuse, N. Y., to Pendleton, Oreg. Excessive rate.

12855. *Acme Cement Plaster Co.* v. *Tremont & Gulf Ry. Co.* June 5, 1911. Refund $106.50 and waive collection of $136.50 on three shipments of cement plaster from Acme, Tex., to Eros, La. Excessive rate.

12857. *Poteau Valley R. R. Co.* v. *Kansas City Southern Ry. Co.* April 13, 1911. Refund of $250 on shipment of two tenders from Pittsburg, Kans., to Shady Point, Okla. Excessive rate.

12862. *Illinois Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 16, 1911. Refund of $2.33 on two shipments of malt from Manitowoc, Wis., to Socarro, N. Mex. Excessive rate.

12863. *Northern Casket Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* July 8, 1911. Refund of $3.10 on shipment of dry goods from Grand Rapids, Mich., to Fond du Lac, Wis. Excessive rate.

12865. *A. Seligman* v. *Southern Ry. Co.* August 9, 1911. Refund of $22.52 on shipment of spelter from Deering, Kans., to West Pittsburgh, Pa. Excessive rate.

12866. *Seattle Brewing & Malting Co.* v. *Southern Pacific Co.* July 22, 1911. Refund of $2.37 and waive collection of $15.34 on shipment of empties from Redding, Cal., to Seattle, Wash. Excessive rate.

12882. *R. B. Clarke Co.* v. *Charleston & Western Carolina Ry. Co.* December 10, 1910. Refund of $5.46 on one car of cotton sheeting from Anderson, S. C., to Washington, D. C. Excessive rate.

12885. *Western Grain Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* November 2, 1911. Refund of $12 on shipments of grain from Oolagah, Okla. Nonallowance for grain doors.

12886. *Joyce-Watkins Co.* v. *Louisville & Nashville R. R. Co.* June 13, 1911. Refund of $184.11 on six cars of ties from Cadiz, Ky., to East St. Louis, Ill. Excessive rate.

12887. *F. & E. Hodges* v. *Southern Pacific Co.* February 1, 1911. Refund of $180 on six shipments of cattle from Gila and Aztec, Ariz., to Yuma, Ariz. Excessive rate.

12890. *Southern Manufacturing Co.* v. *Yazoo & Mississippi Valley R. R. Co.* December 8, 1910. Refund of $74.05 on four shipments of cotton factory sweepings from Natchez, Miss., to Athens, Ga. Excessive rate.

12891. *Stone-Ordean-Wells Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* January 16, 1911. Refund of $68.51 on one car of sugar from Rocky Ford, Colo., to Duluth, Minn. Excessive rate.

12894. *Chico Fruit & Storage Co.* v. *Southern Pacific Co.* June 9, 1911. Refund of $15.75 on two cars of potatoes from Thomas, Oreg., to Chico and Orland, Cal. Excessive rate.

12895. *M. W. Thompson* v. *Denver & Rio Grande R. R. Co.* February 13, 1911. Refund of $70.04 on four cars of apples from Espanola, etc., N. Mex., to Albuquerque, N. Mex. Excessive rate.

12897. *Farmers Mercantile Co.* v. *Colorado & Southern Ry. Co.* December 9, 1910. Refund of $18.18 on one car of potatoes from Tubers, Colo., to Tyler, Tex. Excessive rate.

12898. *National Supply Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 23, 1911. Refund of $52.74 on shipment of machinery from Wagon Works, Ohio, to Bartlesville, Okla. Excessive rate.

12903. *Consolidated Fuel Co.* v. *Colorado & Southern Ry. Co.* December 9, 1910. Refund of $18.55 on shipment of coal from Green Canon, Colo., to Stamford, Nebr. Excessive rate.

12931. *New Jersey Co.* v. *Lehigh & Hudson River Ry. Co.* March 11, 1911. Refund of $122.49 on shipment of humus from Alphano, N. J., to Salisbury Mills, N. Y. Excessive rate.

12932. *Ames-Burns Co.* v. *Baltimore & Ohio Southwestern R. R. Co.* April 4, 1911. Refund of $24 on one car of mill feed from Seymour, Ind., to Randolph, N. Y. Excessive rate.

12933. *Swift & Co.* v. *Grand Trunk Ry. System.* March 4, 1911. Refund of $20.65 on shipment of fresh meat from Kansas City, Mo., to Chester, Pa. Excessive rate due to quarantine.

12936. *Swift & Co.* v. *Grand Trunk Ry. System.* March 4, 1911. Refund of $23.09 on shipment of fresh meat from South St. Paul, Minn., to Boston, Mass. Excessive rate.

12939. *Swift & Co.* v. *Grand Trunk Ry. System.* March 4, 1911. Refund of $20.40 on shipment of fresh meat from Kansas City, Mo., to Trenton, N. J. Excessive rate due to quarantine.

12940. *Swift & Co.* v. *Grand Trunk Ry. System.* March 4, 1911. Refund of $23.28 on shipment of fresh meat from Kansas City, Mo., to Rochelle, N. Y. Excessive rate due to quarantine.

12942. *Swift & Co.* v. *Grand Trunk Ry. System.* March 4, 1911. Refund of $20 on shipment of fresh meat from Chicago, Ill., to Philadelphia, Pa. Excessive rate due to quarantine.

12944. *Southern Skein & Foundry Co.* v. *Nashville, Chattanooga & St. Louis Ry. Co.* May 31, 1911. Refund of $15.37 and waive collection of $19.23 on shipment of wagon skeins from Chattanooga, Tenn., to Fort Smith, Ark. Excessive rate due to crating requirement.

12945. *Hoshall & McDonald Bros.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* December 5, 1910. Refund of $124.57 on seven cars of lumber from McDonald, La., to Houston, Tex. Excessive rate.

12947. *Aguilar Coal & Mining Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 7, 1911. Refund of $8.25 on one car of coal from Aguilar, Colo., to Hooker, Okla. Excessive rate.

12950. *C. M. McMahen* v. *Louisville & Nashville R. R. Co.* December 13, 1910. Waive collection of $9.70 on one car of potatoes from New Orleans, La., to Birmingham, Ala. Excessive rate.

12951. *C. M. McMahen* v. *Louisville & Nashville R. R. Co.* December 13, 1910. Waive collection of $18.60 on three shipments of potatoes from Louisville, Ky., to Birmingham, Ala. Excessive rate.

12952. *F. F. Norton & Son* v. *Louisville & Nashville R. R. Co.* December 13, 1910. Waive collection of $19.50 on three shipments of potatoes from Louisville, Ky., to Birmingham, Ala. Excessive rate.

12953. *T. O. Melton* v. *Louisville & Nashville R. R. Co.* December 13, 1910. Waive collection of $14.72 on three shipments of apples from Vincennes, Ind., to Birmingham, Ala. Excessive rate.

12954. *Mayer Coal Co.* v. *St. Louis & San Francisco R. R. Co.* December 5, 1910. Refund of $257.60 on five cars of ties from Seligman, Mo., and Garfield, Ark., to Cherokee, Kans. Excessive rate.

12956. *Sayre & Fisher Co.* v. *Central R. R. Co. of New Jersey.* December 20, 1910. Refund of $33.76 on three shipments of brick from Sayreville, N. J., to Westport, N. Y. Excessive rate.

12957. *Callender & Co.* v. *Nashville, Chattanooga & St. Louis Ry. Co.* April 17, 1911. Refund of $30 on one car of potatoes from Columbia, Tenn., to Fort Worth, Tex. Excessive rate.

12958. *Sackett Plaster Board Co.* v. *Buffalo, Rochester & Pittsburgh Ry. Co.* February 16, 1911. Refund of $32.43 on 10 shipments of plaster board from Garbutt, N. Y., to Hoboken, N. J. Excessive rate.

12960. *Anheuser-Busch Brewing Association* v. *Wabash R. R. Co.* November 30, 1910. Refund of $177.27 on shipment of beer and advertising matter from St. Louis, Mo., to Austin, Nev. Excessive rate.

12963. *W. H. Morgan* v. *Southern Pacific Co.* March 28, 1911. Waive collection of $107.38 on one car of horses and cattle from Imperial, Cal., to Willcox, Ariz. Excessive rate.

12966. *Wm. J. Lemp Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 29, 1911. Refund of $122.60 on two shipments of beer from St. Louis, Mo., to Lamar, Colo. Excessive rate.

12971. *Lee Live Stock Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 17, 1911. Refund of $18.14 and waive collection of $35.16 on six cars of cattle from Benonine, Tex., to Kansas City, Mo. Excessive rate.

12975. *Blackwell-Wabraushek Lumber Co.* v. *Northern Pacific Ry. Co.* April 5, 1911. Refund of $34.92 on shipment of lumber from Brooklyn, Wash., to Detroit, Mich. Excessive minimum carload weight.

12981. *Ely Lumber & Coal Co.* v. *Nevada Northern Ry. Co.* April 17, 1911. Refund of $23.22 on shipment of lumber from Mills City, Oreg., to East Ely, Nev. Excessive rate.

12984. *Finch Bros.* v. *Fort Worth & Denver City Ry. Co.* March 4, 1911. Refund of $157.30 on 11 cars of cattle from Memphis, Tenn., to Neal, Kans. Excessive rate.

12985. *Robert Heating & Ventilating Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 17, 1911. Refund of $10.23 on one car of knocked-down furnaces from Monroe, Mich., to Minneapolis, Minn. Excessive rate.

12993. *Alamo Lumber Co.* v. *Asherton & Gulf Ry. Co.* May 26, 1911. Refund of $31.59 on shipment of lumber from Hall City, La., to Asherton, Tex. Excessive rate.

12995. *International Salt Co.* v. *Illinois Central R. R. Co.* February 25, 1911. Refund of $22.50 on three cars of salt from Manistee, Mich., to East St. Louis, Ill. Excessive rate.

12996. *Evans-Snider Buel Co.* v. *Gulf, Colorado & Santa Fe Ry. Co.* January 25, 1911. Refund of $174.75 on 15 cars of stock cattle from Buckholts, Tex., to Talala, Okla. Excessive rate.

12997. *T. M. Pyle* v. *Eastern Ry. of New Mexico.* December 21, 1910. Refund of $177.06 on 19 cars of cattle from Elkins, N. Mex., to Clarendon, Tex. Excessive rate.

13006. *Liggett & Myers-Drummond Branch, American Tobacco Co.* v. *Grand Trunk Ry. Co.* December 20, 1910. Refund of $325.33 on 25 cars of sugar from New York, N. Y., to St. Louis, Mo. Excessive rate.

13011. *Mosher & Parker Mercantile Co.* v. *Colorado & Southern Ry. Co.* December 9, 1910. Refund of $19.20 on one car of potatoes from Tubers, Colo., to Waco, Tex. Excessive rate.

13019. *A. L. Anderson & Bros. (Inc.)* v. *Pennsylvania R. R. Co.* February 20, 1911. Refund of $43.60 on one car of gravel from Hinsdale, Pa., to Keating Summit, Pa. Excessive rate.

13020. *Kelly Bros. Grain Co.* v. *St. Louis & San Francisco R. R. Co.* January 20, 1911. Refund of $9.08 on one car of corn from Carmen, Okla., to Leon, Kans. Excessive rate.

13023. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* January 26, 1911. Refund of $12 on one car of coal from Whiteside, Tenn., to Rutherford, Tenn. Excessive minimum weight.

13028. *Head Lumber Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* December 7, 1910. Refund of $7.61 on one car of lumber from Maine, Ariz., to Prescott, Ariz. Excessive rate.

13029. *O. C. Evans & Co.* v. *Mobile & Ohio R. R. Co.* December 7, 1910. Refund of $81.69 on two cars of potatoes, tomatoes, etc., from Mobile, Ala., to Kansas City, Mo. Excessive rate.

13030. *Geo. L. Arps & Co.* v. *Seaboard Air Line Ry.* December 10, 1910. Refund of $32.50 on one car of fertilizer from Norfolk, Va., to Jackson, N. C. Excessive rate.

13033. *Remsberg Mercantile Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 27, 1911. Refund of $48.26 on one car of sugar from Oxnard, Cal., to Raton, N. Mex. Excessive rate.

13040. *Frank Hitch Lumber Co.* v. *Atlantic Coast Line R. R. Co.* December 7, 1910. Refund of $631.55 on 150 cars of logs from various points to Pinners Point, Va. Excessive minimum.

13042. *Selby Smelting & Lead Co.* v. *Southern Pacific Co.* December 2, 1910. Waive collection of $66.26 on one car of concentrates from Merlin, Oreg., to Vallejo Junction, Cal. Excessive rate.

13043. *Chicago House Wrecking Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* May 6, 1911. Refund of $19.88 on one car of flues from Detroit, Mich., to Minneapolis, Minn. Excessive rate.

13045. *J. R. Housewcart* v. *Southern Pacific Co.* June 19, 1911. Refund of $0.75 and waive collection of $5.90 on shipment of peach stones from Vina, Cal., to Tangent, Oreg. Excessive rate.

13046. *J. S. Thrasher* v. *Chicago, Burlington & Quincy R. R. Co.* December 5, 1910. Refund of $162 on one shipment of emigrant movables from Oxford, Nebr., to Sheridan, Wyo. Excessive rate.

13047. *A. Van Vranken* v. *New York Central & Hudson River R. R. Co.* December 7, 1910. Refund of $17.96 on two cars of straw from Niskayuma, N. Y., to Boston, Mass. Excessive rate.

13049. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $63.10 on shipments of wire fencing, nails, etc., from Joliet, Ill., to Wichita, Burden, Duquoin, Oxford, and Englewood, Kans. Excessive rate.

13050. *Columbia Slate Co.* v. *Lehigh Valley R. R. Co.* January 17, 1911. Refund of $23.13 and waive collection of $18.17 on one car of roofing slate from Slatington, Pa., to Bridgeport, Ohio. Excessive rate.

13057. *Samuel Cupples Woodenware Co.* v. *Hocking Valley Ry. Co.* March 29, 1911. Waive collection of $5.68 on shipment of wrapping paper from Appleton, Wis., to Athens, Ohio. Excessive rate.

13059. *Union Roofing & Manufacturing Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* February 11, 1911. Refund of $54 on one car of roofing paper from Escanaba, Mich., to St. Paul, Minn. Excessive rate.

13060. *Geo. Hitz & Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 24, 1911. Refund of $63.89 on two cars of potatoes from Alexandria, La., to Indianapolis, Ind. Excessive rate.

13062. *Desel-Boettcher Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* August 11, 1911. Refund of $275.31 on five cars of apples from Watsonville, Cal., to Houston, Tex. Excessive rate.

13063. *Desel-Boettcher Co.* v. *San Antonio & Aransas Pass Ry. Co.* March 11, 1911. Refund of $48.51 on one car of apples from Watsonville, Cal., to Yoakum, Tex. Excessive rate.

13065. *Desel-Boettcher Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* August 31, 1911. Refund of $90.67 on two cars of apples from Sebastopol, Cal., to Houston, Tex. Excessive rate.

13067. *Grasselli Chemical Co.* v. *Chicago, Indiana & Southern R. R. Co.* April 17, 1911. Refund of $22.58 on one car of niter cake from Danville, Ill., to Grasselli, Ohio. Excessive rate.

13069. *Mapes Formula & Peruvian Guano Co.* v. *Ocean S. S. Co. of Savannah.* March 14, 1911. Refund of $5 on one car of fertilizer from New York, N. Y., to Fort Myers, Fla. Excessive rate.

13070. *Mrs. A. E. Peabody* v. *Baltimore & Ohio R. R. Co.* January 18, 1911. Refund of $14.70 on one car of household goods from Colorado Springs, Colo., to Moundsville, W. Va. Excessive minimum weight.

13072. *Standard Milling Co.* v. *Texas & New Orleans R. R. Co.* August 9, 1911. Refund of $156.66 on four cars of rice from Estherwood and Crowley, La., to Houston, Tex. Excessive rate.

13079. *American Linseed Co.* v. *Union Pacific R. R. Co.* April 17, 1911. Refund of $72 on one car of oil meal from Sioux City, Iowa, to Boise, Idaho. Excessive rate.

13080. *Proudfit-Polleys Lumber Co.* v. *Union Pacific R. R. Co.* December 6, 1910. Waive collection of $21.90 on three cars of posts from Kings, Idaho, to Sterling, Colo., and Ogallala, Nebr. Excessive rate.

13081. *Foster Lumber Co.* v. *Union Pacific R. R. Co.* December 6, 1910. Waive collection of $7.80 on two cars of posts from Kings, Idaho, to Kimball, Nebr. Excessive rate.

13094. *R. H. McCracken* v. *American Express Co.* December 21, 1910. Refund of $34.58 on eight cars of beans and cucumbers from Sharps, La., to Cincinnati, Ohio, and Chicago, Ill. Excessive rate.

13095. *P. A. Patrick & Co.* v. *Illinois Central R. R. Co.* December 5, 1910. Refund of $16.80 on one car of corn from Havana, Ill., to Memphis, Tenn. Excessive rate.

13096. *W. J. Staton* v. *Louisiana Western R. R. Co.* April 8, 1911. Refund of $1,047.85 on 19 cars of cattle from Edgerly, La., to Benavides, Tex. Excessive rate.

13100. *Street & Graves* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* January 20, 1911. Refund of $170.32 on seven cars of cottonseed hulls from Houston, Tex., to Magnolia, Miss. Excessive rate.

13104. *Twin City Varnish Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* February 7, 1911. Refund of $72.18 on one car of varnish from Minnesota Transfer, Minn., to Portland, Oreg. Excessive rate.

13109. *Dawson & Carpenter* v. *Chicago, Rock Island & Pacific Ry. Co.* March 24, 1911. Refund of $23.29 and waive collection of $1 on two cars of grapes from Paw Paw and Lawton, Mich., to Enid, Okla. Excessive rate.

13113. *White Sewing Machine Co.* v. *Lake Shore & Michigan Southern Ry. Co.* December 7, 1910. Refund of $12.99 and waive collection of $0.14 on shipment of sewing machines, parts, and printed matter from Cleveland, Ohio, to Charlottesville, Va. Excessive rate.

13119. *Alphons Custodis Chimney Construction Co.* v. *New York, New Haven & Hartford R. R. Co.* December 1, 1910. Refund of $22.75 on two cars of brick from Sayreville, N. J., to Brockton, Mass. Excessive rate.

13121. *La Clede Christy Clay Products Co.* v. *Toledo, St. Louis & Western R. R. Co.* April 4, 1911. Refund of $13.85 on one car of brick from St. Louis, Mo., to Richmond, Ind. Excessive rate.

13123. *Zenith Furnace Co.* v. *Chicago & North Western Ry. Co.* December 7, 1910. Refund of $22.17 and waive collection of $46.97 on one car of pig iron from West Duluth, Minn., to Sheboygan, Wis. Excessive rate.

13132. *Remsberg Mercantile Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 30, 1910. Refund of $5.96 on one car of vegetables from Albuquerque, N. Mex., to Raton, N. Mex. Excessive rate.

13135. *Wheeler-Holden Co.* v. *Louisville & Nashville R. R. Co.* December 7, 1910. Refund of $379.75 on two shipments of crossties from Elza, Tenn., to Cincinnati, Ohio. Excessive rate.

13140. *Maxwell-Briscoe Motor Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* January 3, 1911. Refund of $48.51 on shipment of automobiles from Tarrytown, N. Y., to Dallas, Tex. Excessive minimum weight.

13141. *Maxwell-Briscoe Motor Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* January 3, 1911. Refund of $48.51 on shipment of automobiles from Tarrytown, N. Y., to Dallas, Tex. Excessive minimum carload weight.

13145. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* December 7, 1910. Refund of $8 and waive collection of $8 on one car of cement plaster from Acme, N. Mex., to Winchester, Kans. Excessive rate.

13146. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* February 6, 1911. Refund of $26 and waive collection of $8 on two cars of plaster from Acme, N. Mex., to Easton and Winchester, Kans. Excessive rate.

13147. *Henry Wood's Sons Co.* v. *New York Central & Hudson River R. R. Co.* December 19, 1910. Refund of $112.61 on four cars of chrome ore from Jersey City, N. J., to Wellesley, Mass. Excessive rate.

13150. *American Radiator Co.* v. *Michigan Central R. R. Co.* April 17, 1911. Refund of $8.40 on one car of radiators from Detroit, Mich., to Winnetka, Ill. Excessive rate.

13154. *McCloud River Lumber Co.* v. *Southern Pacific Co.* December 5, 1910. Refund of $68.10 on four shipments of lumber from Sisson, Cal., to El Paso, Tex. Excessive rate.

13155. *Dymond-Simmons Hardware Co.* v. *Missouri Pacific Ry. Co.* May 25, 1911. Refund of $25.96 on shipments of wooden handles from Charleston, Mo., to Sioux City, Iowa. Excessive rate.

13161. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 13, 1911. Refund of $74.92 on four shipments of wire fencing, etc., from Waukegan, Ill., to Harper, Mulvana, and Anthony, Kans. Excessive rate.

13167. *W. H. Settle* v. *Toledo, Peoria & Western Ry. Co.* December 21, 1910. Refund of $47.25 on six shipments of ice from Pewaukee, Wis., to Gridley, Ill. Excessive rate.

13168. *W. H. Settle* v. *Toledo, Peoria & Western Ry. Co.* December 21, 1910. Refund of $44.36 on six shipments of ice from Pewaukee, Wis., to Gridley, Ill. Excessive rate.

13169. *M. Jacobs* v. *Toledo, Peoria & Western Ry. Co.* March 6, 1911. Refund of $355.73 on 20 shipments of ice from Madison, Wis., to Fairbury, Ill. Excessive rate.

13170. *M. Jacobs* v. *Toledo, Peoria & Western Ry. Co.* March 4, 1911. Refund of $51.93 on three shipments of ice from Madison, Wis., to Fairbury, Ill. Excessive rate.

13171. *M. Jacobs* v. *Toledo, Peoria & Western Ry. Co.* December 20, 1910. Refund of $28.92 on two shipments of ice from Madison, Wis., to Fairbury, Ill. Excessive rate.

13172. *J. Klueter* v. *Toledo, Peoria & Western Ry. Co.* January 17, 1911. Refund of $121.61 and waive collection of $8.30 on nine shipments of ice from Madison, Wis., to Eureka, Ill. Excessive rate.

13173. *C. W. Hull Co.* v. *Union Pacific R. R. Co.* August 31, 1911. Refund of $19.20 on one car of lime from Eugene, Mo., to Gothenburg, Nebr. Excessive rate.

13178. *L. F. Miller & Son* v. *Chicago & Eastern Illinois R. R. Co.* August 8, 1911. Refund of $4.42 on shipments of cheese from Plymouth, Wis., to Danville, Ill. Excessive rate.

13181. *H. G. Lieding Co.* v. *Southern Ry. Co.* August 9, 1911. Refund of $15.40 on shipment of canned salmon from Charleston, S. C., to Roanoke, Ala. Excessive rate.

13182. *Pacific Coast Condensed Milk Co.* v. *Southern Pacific Co.* December 20, 1910. Refund of $121.87 on one car of condensed milk from Hillsboro, Oreg., to Leadville, Colo. Excessive rate.

13183. *Swift Fertilizer Works* v. *Seaboard Air Line Ry.* January 5, 1911. Refund of $77.50 on one car of fertilizer from Wilmington, N. C., to Fairfax, S. C. Excessive rate.

13186. *Cheraw Box Co.* v. *Seaboard Air Line Ry.* March 23, 1911. Refund of $14.62 on three cars of shooks from Cheraw, S. C., to Port Ivory, N. Y. Excessive rate.

13189. *E. B. Wilcox* v. *Lake Shore & Michigan Southern Ry. Co.* March 3, 1911. Refund of $6.31 on two cars of coal from East Buffalo, N. Y., to Bowling Green, Ky. Excessive rate.

13194. *Mapes Formula & Peruvian Guano Co.* v. *Ocean S. S. Co. of Savannah.* June 10, 1911. Refund of $9.25 on two cars of fertilizer from New York, N. Y., to St. Petersburg, Fla. Excessive rate.

13196. *Universal Portland Cement Co.* v. *Bessemer & Lake Erie R. R. Co.* December 5, 1910. Refund of $31.50 on nine shipments of cement from Universal, Pa., to Black Rock, N. Y. Excessive rate.

13197. *American Tobacco Co.* v. *Southern Ry. Co.* March 8, 1911. Refund of $23.12 on one car of licorice mass from Baltimore, Md., to St. Louis, Mo. Excessive rate.

13204. *Hutchinson (Kans.) Salt Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 1, 1910. Waive collection of $78.96 on one car of paper boxes from Joliet, Ill., to Hutchinson, Kans. Excessive rate.

13206. *Jno. J. Craig Co.* v. *Louisville & Nashville R. R. Co.* December 10, 1910. Refund of $284.33 and waive collection of $47.09 on 19 cars of marble from Craigman and Marmon, Tenn., to Knoxville, Tenn., reconsigned to eastern points. Excessive rate.

13209. *Grasselli Chemical Co.* v. *Central R. R. Co. of New Jersey.* April 18, 1911. Refund of $104.65 on three cars of phosphate of soda and one car of sodium phosphate from Grasselli, N. J., to Harpers Station, Pa. Excessive rate.

13213. *Trexler & Turrell Lumber Co.* v. *Lehigh Valley R. R. Co.* March 11, 1911. Refund of $31.80 and waive collection of $29.50 on shipment of staves from Ricketts, Pa., to Martins Ferry, Ohio. Excessive rate.

13218. *G. E. Gee Grain Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 16, 1911. Refund of $28.12 on shipment of bulk corn from Minneapolis, Minn., to Lynxville, Wis. Excessive rate.

13219. *Rockford Transfer Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $83.30 on three shipments of furniture from Rockford, Ill., to New Orleans, La. Excessive rate.

13220. *Trexler & Turrell Lumber Co.* v. *Lehigh Valley R. R. Co.* March 11, 1911. Refund of $14.66 and waive collection of $16.49 on one car of staves from Ricketts, Pa., to East Palestine, Ohio. Excessive rate.

13221. *F. S. Royster Guano Co.* v. *Central of Georgia Ry. Co.* February 18, 1911. Refund of $67.96 on one car of kainit from Savannah, Ga., to Hackleburg, Ala. Excessive rate.

13222. *R. Thomas & Sons Co.* v. *Erie R. R. Co.* January 23, 1911. Refund of $37.74 on three cars of sand from Oregon, Ill., to Lisbon, Ohio. Excessive rate.

13230. *Woodford & Clay* v. *Adams Express Co.* February 16, 1911. Refund of $50 on two cars of horses from Paris, Ky., to Saratoga, N. Y. Excessive rate.

13231. *International Harvester Co.* v. *Atlantic Coast Line R. R. Co.* February 16, 1911. Refund of $11.32 and waive collection of $2.76 on shipment of lumber from Amsterdam, Ga., to Chicago, Ill. Excessive rate.

13236. *Kansas City Bag Manufacturing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 17, 1911. Refund of $61.79 on two cars of cement bags from Kansas City, Mo., to Humboldt, Kans. Excessive rate.

13237. *Record-Herald Co.* v. *Chicago & North Western Ry. Co.* March 11, 1911. Refund of $7.78 on one car of print paper from Sartell, Minn., to Wausau, Wis. Excessive rate.

13242. *Mapes Formula & Peruvian Guano Co.* v. *Ocean Steamship Co. of Savannah.* March 13, 1911. Refund of $3.75 on one car of fertilizer from New York, N. Y., to Florence Villa, Fla. Excessive rate.

13243. *Paris Grocer Co.* v. *St. Louis & San Francisco R. R. Co.* December 31, 1910. Refund of $103.50 on shipment of evaporated apples from Springdale, Ark., to Paris, Tex. Excessive rate.

13252. *W. T. Ferguson Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 5, 1910. Refund of $4.52 on one car of lumber from Trout, La., to Centralia, Mo. Excessive rate.

13253. *Lamb, Findlay & Co.* v. *Yazoo & Mississippi Valley Ry. Co.* April 4, 1911. Refund of $45.47 on one car of burlap bagging from Liverpool, England, to Wichita, Kans. Excessive rate.

13256. *Southern Fruit Products Co.* v. *Missouri Pacific Ry. Co.* May 13, 1911. Refund of $89.43 on shipment of cider from Ayers, Mass., to Rogers, Ark. Excessive rate.

13260. *C. W. Maxwell* v. *Wheeling & Lake Erie R. R. Co.* December 1, 1910. Refund of $19.80 on one car of household goods from Steubenville, Ohio, to Washington, Pa. Excessive rate.

13261. *Geo. A. Carter* v. *Southern Pacific Co.* February 27, 1911. Refund of $504 on 15 cars of cattle from Kirkland, Ariz., to Imperial, Cal. Excessive rate.

13263. *Updike Grain Co.* v. *Union Pacific R. R. Co.* November 11, 1911. Refund of $41.19 on one car of slack from Hanna, Wyo., to Prosser, Nebr. Excessive rate.

13265. *Sparr Fruit Co.* v. *San Pedro, Los Angeles & Salt Lake R. R. Co.* December 23, 1910. Refund of $31.24 on two cars of shooks from Glendale, Oreg., to Glendale, Cal. Excessive rate.

13266. *Lelan Gold & Copper Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* December 7, 1910. Refund of $20.59 on one car of stulls from Bellemont, Ariz., to Huron, Ariz. Excessive rate.

13268. *Massee & Felton Lumber Co.* v. *Southern Ry. Co.* May 27, 1911. Refund of $88.20 on one car of building material from Macon, Ga., to Baltimore, Md. Excessive rate.

13270. *N. Gravel* v. *New York Central & Hudson River R. R. Co.* November 30, 1910. Refund of $22.14 on one car of cinders from Malone, N. Y., to Bellevue, Quebec. Excessive rate.

13271. *California Hydraulic Engineering & Supply Co.* v. *Southern Pacific Co.* May 1, 1911. Refund of $91.08 on one car of boilers from Kewanee, Ill., to Truckee, Cal. Excessive rate.

13275. *The Germain Co.* v. *Northern Central Ry. Co.* January 16, 1911. Refund of $123.28 on 24 cars of crossties from Baltimore and Canton, Md., to Syracuse, N. Y. Excessive rate.

13277. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* January 26, 1911. Refund of $8 and waive collection of $8 on one car of cement plaster from Acme, N. Mex., to Easton, Kans. Excessive rate.

13278. *Corno Mills Co.* v. *Southern Ry. Co.* January 20, 1911. Refund of $1.05 on shipment of feed from East St. Louis, Ill., to Darlington, S. C. Excessive rate.

13281. *National Aneline & Chemical Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* February 11, 1911. Waive collection of $186.38 on one car of soap stock from Dallas, Tex., to Minneapolis, Minn. Excessive rate.

13285. *Ed. S. Seay* v. *Texas & Pacific Ry. Co.* April 25, 1911. Refund of $117.77 on shipment of wool from Toyah, Tex., to Roswell, N. Mex. Excessive rate.

13287. *American Manufacturing Co.* v. *Nashville, Chattanooga & St. Louis Ry. Co.* December 1, 1910. Refund of $19.47 on shipment of old wire from Atlanta, Ga., to Chattanooga, Tenn. Excessive rate.

13289. *Robert Rossman Co.* v. *Delaware, Lackawanna & Western R. R. Co.* October 13, 1911. Refund of $258.80 on five shipments of marble chips from New York, N. Y., to Oak Forest, Ill. Excessive rate.

13292. *Riverside Portland Cement Co.* v. *Southern Pacific Co.* December 23, 1910. Refund of $186.01 on one car of cement from Riverside Junction, Cal., to Tucson, Ariz. Excessive rate.

13293. *Stockbridge Elevator Co.* v. *Michigan Central R. R. Co.* February 4, 1911. Refund of $6.28 on one car of rye from Rives Junction, Mich., to Troy, Ohio. Excessive rate.

13295. *F. W. French Lumber Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* January 18, 1911. Refund of $38.40 and waive collection of $10.56 on one car of lumber from Jordan, Ind., to Battle Creek, Mich. Excessive rate.

13296. *Rath Blum & Co.* v. *Southern Pacific Co.* June 27, 1911. Waive collection of $100.28 on account of nonallowance for charges on corn shipped as feed for hogs en route from Ogden, Utah, to San Francisco, Cal.

13298. *Love & Hearin* v. *Georgia, Florida & Alabama Ry. Co.* December 7, 1910. Refund of $12.92 on one car of peas from Cuthbert, Ga., to Quincy, Fla. Excessive rate.

13301. *Yegen Bros.* v. *Chicago, Burlington & Quincy R. R. Co.* December 8, 1910. Refund of $126.20 on three cars of wool from Greybull and Kane, Wyo., to Billings, Mont. Excessive rate.

13302. *A. Morrison* v. *Chicago, Rock Island & Pacific Ry. Co.* December 29, 1910. Refund of $17.40 on one car of potatoes from Shawnee, Okla., to Fort Worth, Tex. Excessive minimum weight.

13303. *Ford Manufacturing Co.* v. *Illinois Central R. R. Co.* December 8, 1910. Refund of $20 on two cars of roofing paper from Vandalia, Ill., to Muscatine, Iowa. Excessive rate.

13306. *American Steel & Wire Co.* v. *Toledo, St. Louis & Western R. R. Co.* December 6, 1910. Refund of $2.50 on shipment of spelter from St. Louis, Mo., to Allentown, Pa. Excessive rate.

13307. *Western Ore Purchasing Co.* v. *Bullfrog Goldfield R. R. Co.* December 12, 1910. Waive collection of $192.37 on 22 cars of ore from mines to Vallejo Junction, Cal. Nonabsorption of switching charges.

13314. *W. H. Haskell & Co.* v. *Toledo, St. Louis & Western R. R. Co.* December 31, 1910. Refund of $70.38 on three cars of corn from Dwight, Ill., to Toledo, Ohio. Excessive rate.

13317. *Union Grain & Hay Co.* v. *Norfolk & Western Ry. Co.* December 1, 1910. Refund of $39.78 on one car of grain from Cincinnati, Ohio, to Penland, N. C. Excessive rate.

13319. *Illinois Glass Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 1, 1911. Refund of $122.39 on shipments of bottles and carriers from Alton, Ill., to Coffeyville, Kans. Excessive rate.

13320. *National Tube Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 10, 1910. Refund of $61.02 on 20 cars of pig iron from Bessemer, Ala., to Kewanee, Ill. Excessive rate.

13321. *Chattanooga Plow Co.* v. *Nashville, Chattanooga & St. Louis Ry.* January 28, 1911. Refund of $5.34 on shipment of hay press and disk plow from Chattanooga, Tenn., to Covington, Tenn. Excessive rate.

13322. *American Steel Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 6, 1910. Refund of $29.57 on one car of steel floor plates from Monaca, Pa., to Los Angeles, Cal. Excessive rate.

13328. *H. Woods Co.* v. *Southern Pacific Co.* December 23, 1910. Refund of $35.30 on one car of melons from Brawley, Cal., to El Paso, Tex. Excessive rate.

13329. *East St. Louis Walnut Co.* v. *Kansas City Southern Ry. Co.* March 7, 1911. Refund of $80.67 on one car of lumber from Stilwell, Okla., to East St. Louis, Ill. Excessive rate.

13333. *Sparks Western R. R.* v. *Georgia Southern & Florida Ry. Co.* December 12, 1910. Refund of $987.67 on 10 cars of old rails and fish plates from Jacksonville, Fla., to Sparks, Ga. Excessive rate.

13338. *Cohen-Schwartz Rail & Steel Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 6, 1910. Refund of $74.43 and waive collection of $3 on one car of scrap iron from Pine Bluff, Ark., to Kewanee, Ill. Excessive rate.

13341. *Willamette Pulp & Paper Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $284.85 on 10 cars of box board from Antioch, Cal., to Pulp, Oreg. Excessive rate.

13345. *J. H. Stricklin & Co.* v. *Louisville & Nashville R. R. Co.* April 5, 1911. Refund of $803.66 on six cars of ties from Dortha, Ky., to Cincinnati, Ohio. Excessive rate.

13351. *American Sheet & Tin Plate Co.* v. *Pennsylvania Co.* April 17, 1911. Refund of $30.68 on shipment of galvanized sheet and roofing iron from Canal Dover, Ohio, to Waxahachie, Tex. Excessive rate.

13354. *General Roofing Manufacturing Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* December 8, 1910. Refund of $68.40 on shipment of roofing paper from East St. Louis, Ill., to Houston, Tex. Excessive rate due to classification.

13355. *Humphrey Commission Co.* v. *Missouri, Kansas & Texas Ry. Co.* January 28, 1911. Refund of $24.82 on shipment of grapes from St. Joseph, Mich., to Parsons, Kans. Excessive rate.

13356. *Jos. Joseph & Bro. Co.* v. *Tennessee Central R. R. Co.* September 14, 1911. Refund of $61.67 on five cars of scrap iron from Nashville, Tenn., to Chicago, Ill. Excessive rate.

13359. *F. T. Crowe & Co.* v. *Great Western Ry. Co.* December 9, 1910. Refund of $154.50 on shipment of bar iron from Lackawanna, N. Y., to Spokane, Wash. Excessive rate.

13360. *F. B. Bancroft & Co.* v. *New York Central & Hudson River R. R. Co.* December 1, 1910. Refund of $62.45 on seven shipments of calfskin from Hoboken, N. J., to Gloversville, N. Y. Excessive rate.

13363. *Atlantic Refining Co.* v. *Pennsylvania R. R. Co.* December 12, 1910. Refund of $21.76 on five cars of refined oil from Philadelphia, Pa., to Berlin, N. J. Excessive rate.

13367. *Russell-Miller Milling Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 22, 1910. Refund of $10.65 on one car of flour from Dickinson, N. Dak., to Kirby, Wyo. Excessive rate.

13368. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* January 16, 1911. Refund of $11.38 on one car of blacksmith coal from Whiteside, Tenn., to Montgomery, Ala. Excessive minimum.

13369. *Eisendrath, Schwab & Co.* v. *Chicago & Eastern Illinois R. R. Co.* May 11, 1911. Refund of $123.52 on shipment of green salted hides from Texarkana, Ark., to Chicago, Ill. Excessive rate.

13373. *Blackwood Coal & Coke Co.* v. *Louisville & Nashville R. R. Co.* October 26, 1911. Refund of $538.77 on 10 shipments of coke from Blackwood, Va., to Rusk, Tex. Excessive rate.

13374. *J. L. House* v. *Houston & Texas Central R. R. Co.* December 7, 1910. Refund of $92.58 on seven cars of cattle from Swanson, Tex., to Kansas City, Mo. Excessive rate.

13375. *Dallas Elevator Co.* v. *Houston & Texas Central R. R. Co.* December 24, 1910. Refund of $32.66 on shipment of ear corn from Abbeville, La., to Dallas, Tex. Excessive rate.

13376. *Universal Portland Cement Co.* v. *Pennsylvania R. R. Co.* December 16, 1910. Refund of $17.55 on one car of cement from Universal, Pa., to Barre, Vt. Excessive rate.

13377. *St. Johns Lumber Co.* v. *Oregon R. R. & Navigation Co.* January 18, 1911. Refund of $24.64 on 34 cars of slab wood from St. Johns, Oreg., to Walla Walla, Wash. Excessive minimum weight.

13380. *C. B. Orcutt* v. *Chesapeake & Ohio Ry. Co.* April 8, 1911. Refund of $19.69 on three cars of coal from Thurmond and Quinnemont, W. Va., to Newport News, Va. Excessive minimum carload weight.

13384. *The New Mexico Lumber Co.* v. *Denver & Rio Grande R. R. Co.* January 18, 1911. Refund of $22.20 on one car of lath from Lumberton, N. Mex., to Trinidad, Colo. Excessive minimum.

13385. *Wm. Temple* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 24, 1911. Refund of $40.28 on two shipments of hay from Fulton, Ark., to Diboll, Tex. Excessive rate.

13386. *Navassa Guano Co.* v. *Atlantic Coast Line R. R. Co.* December 1, 1910. Refund of $13.70 on three cars of fertilizer from Charleston, S. C., to various points. Excessive rate.

13388. *Asheville Lumber Co.* v. *Southern Ry. Co.* April 5, 1911. Refund of $16.52 on one car of lumber from Worthen, Ga., to Chattanooga, Tenn. Excessive rate.

13399. *Campbell, Holton & Co.* v. *Chicago & Alton R. R. Co.* August 9, 1911. Refund of $5.19 on shipments of dairy cheese from Plymouth, Wis., to Bloomington, Ill. Excessive rate.

13403. *Capitol Stone Co.* v. *Louisville & Nashville R. R. Co.* January 28, 1911. Refund of $213.58 on four cars of stone from Atlanta, Ga., to Gulfport, Miss. Excessive rate.

13404. *Ely & Walker Dry Goods Co.* v. *New York, Ontario & Western Ry. Co.* December 1, 1910. Refund of $10.08 on two shipments of cotton knit goods from Oriskany Falls, N. Y., to St. Louis, Mo. Excessive rate.

13408. *McCullough & Tumbach* v. *St. Louis & San Francisco R. R. Co.* December 12, 1910. Refund of $55.80 on two cars of apple peelings from Prairie Grove, Ark., to St. Louis, Mo. Excessive rate.

13409. *Grand Junction Fruit Growers Association* v. *Denver & Rio Grande R. R. Co.* December 30, 1910. Refund of $48.65 on three cars of vinegar stock from Fruita, Colo., to Salt Lake City, Utah. Excessive minimum.

13415. *R. A. Patterson Tobacco Co.* v. *Norfolk & Western Ry. Co.* April 12, 1911. Refund of $35.94 on 87 shipments of tobacco from Richmond, Va., to Des Moines, Iowa. Excessive rate.

13421. *Virginia-Carolina Chemical Co.* v. *Atlantic Coast Line R. R. Co.* December 31, 1910. Refund of $3.18 on one car of fertilizer from Pinners Point, Va., to Hobgood, N. C. Excessive rate.

13423. *A. C. Fry* v. *Oregon & Washington R. R. Co.* February 18, 1911. Refund of $16.60 on one car of vegetables from Los Angeles, Cal., to Seattle, Wash. Excessive rate.

13424. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* February 3, 1911. Refund of $10 on one car of coal from Whiteside, Tenn., to Clarksville, Tex. Excessive rate.

13429. *Oregon Planing Mills Co.* v. *Northern Pacific Ry. Co.* December 9, 1910. Refund of $55.35 on one car of lumber from Seattle, Wash., to Portland, Oreg. Excessive rate.

13431. *H. L. Prouse* v. *Philadelphia, Baltimore & Washington R. R. Co.* December 7, 1910. Refund of $103.73 on 3 cars of ties from Hurlock, Md., to Roebling, N. J. Excessive rate.

13432. *D. L. Monjo* v. *Yazoo & Mississippi Valley R. R. Co.* December 7, 1910. Refund of $202.82 on two cars of ice machinery from Maringouin, La., to Cleveland, Miss. Excessive rate.

13434. *John C. Burns* v. *West Jersey & Seashore R. R. Co.* July 14, 1911. Refund of $4.19 on three cars of potatoes from Camden, N. J., and Machipongo, Va., to La Crosse, Wis. Excessive rate.

13440. *Rosenbaum Bros.* v. *Pere Marquette R. R. Co.* February 21, 1911. Refund of $13.50 on one car of corn from Chicago, Ill., to Shelby, Mich. Excessive rate.

13442. *Harron, Rickard & McCone* v. *Southern Pacific Co.* December 31, 1910. Refund of $60 on one car of concrete spreaders from Milwaukee, Wis., to San Francisco, Cal. Excessive rate.

13448. *Lambert Lumber Co.* v. *Union Pacific R. R. Co.* March 7, 1911. Refund of $16 on one car of cement plaster from Acme, N. Mex., to Winchester, Kans. Excessive rate.

13449. *H. L. Halliday Milling Co.* v. *Illinois Central R. R. Co.* March 10, 1911. Refund of $153.44 on 11 cars of wheat from various points, milled at Cairo, Ill., and reshipped to southeastern points. Excessive rate.

13451. *Jones & Laughlin Steel Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* February 1, 1911. Refund of $96.25 on 14 cars of steel billets from Pittsburgh, Pa., to Kokomo, Ind. Excessive rate.

13457. *International Harvester Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* December 7, 1910. Refund of $25.16 on two shipments of implements from Springfield, Ohio, to Stoughton, Wis. Excessive rate.

13460. *Corno Mills Co.* v. *Southern Ry. Co.* January 16, 1911. Refund of $18.22 on two cars of mill feed from East St. Louis, Ill., to Anderson, S. C. Excessive rate.

13461. *Carpenter & Shafer Manufacturing Co.* v. *Missouri Pacific Ry. Co.* December 7, 1910. Refund of $78 on two cars of egg-case fillers from Coffeyville, Kans., to Butler, Mo. Excessive rate.

13462. *Inland Crystal Salt Co.* v. *Denver & Rio Grande R. R. Co.* March 29, 1911. Refund of $40 on one car of rock salt from Axtell, Utah, to Walsenburg, Colo. Excessive rate.

13463. *New Jersey Zinc Co.* v. *Lehigh Valley R. R. Co.* December 1, 1910. Refund of $41 on one car of zinc oxide from South Bethlehem, Pa., to Louisville, Ky. Excessive rate.

13465. *McPhee & McGinnity Co.* v. *Denver & Rio Grande R. R. Co.* January 18, 1911. Refund of $24 on one car of lath from Lumberton, N. Mex., to Loveland, Colo. Excessive minimum weight.

13467. *G. D. Mitchell & Co.* v. *Southern Pacific Co.* December 7, 1910. Refund of $294.36 on two cars of bees from Lindsay (Zante), Cal., to Morgan and Layton, Utah. Excessive rate.

13468. *Rosenberg Co.* v. *Oregon Short Line R. R. Co.* April 25, 1911. Refund of $140.83 on shipment of contents of liquor store from Pocatello, Idaho, to Salt Lake City, Utah. Excessive rate.

13470. *Du Pont Powder Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 18, 1911. Refund of $70.85 on one car of powder from Mooar, Iowa, to Alger, Wyo. Excessive rate.

13471. *Nebraska City Vinegar Works* v. *Missouri Pacific Ry. Co.* February 9, 1911. Refund of $23.80 on one car of vinegar from Nebraska City, Nebr., to Coffeyville, Kans. Excessive rate.

13473. *Gate City Malt Co.* v. *Union Pacific R. R. Co.* December 23, 1910. Refund of $57.60 on one car of malt from Omaha, Nebr., to Laramie, Wyo. Excessive rate.

13474. *Trexler Lumber Co.* v. *Illinois Central R. R. Co.* January 19, 1911. Refund of $139.38 on one car of lumber from Kieths, Miss., to New Orleans, La. Excessive rate.

13477. *Globe Fixture & Furniture Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 17, 1911. Refund of $15.96 on one mahogany board from Indianapolis, Ind., to Quincy, Ill. Excessive minimum weight.

13485. *Akin-Erskine Milling Co.* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $56.18 on shipment of wheat from various points, milled at Evansville, Ind., for reshipping. Excessive rate.

13488. *Memphis Furniture Manufacturing Co.* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $24.85 on one car of furniture from Rockford, Ill., to Memphis, Tenn. Excessive rate.

13489. *Gladding, McBean & Co.* v. *Southern Pacific Co.* December 9, 1910. Refund of $9.66 on one car of sewer pipe from Lincoln, Cal., to Klamath Falls, Oreg. Excessive rate.

13495. *Block-Pollak Iron Works* v. *Kansas City Southern Ry. Co.* June 10, 1911. Refund of $114.45 on one car of scrap iron from Shreveport, La., to Chicago, Ill. Excessive rate.

13497. *Glaize & Bro.* v. *Baltimore & Ohio R. R. Co.* March 27, 1911. Refund of $11.10 on one car of lumber from Winchester, Va., to Charlestown, W. Va. Excessive rate.

13500. *Chattanooga Sewer Pipe & Fire Brick Co.* v. *Central of Georgia Ry. Co.* April 8, 1911. Refund of $3.85 on two shipments of sewer pipe from Chattanooga, Tenn., to Tallahassee, Fla. Excessive rate.

13501. *Union Tanning Co.* v. *Norfolk & Western Ry. Co.* December 8, 1910. Refund of $279.28 on five cars of green salted hides from New York, N. Y., to Johnson City, Tenn. Excessive rate.

13502. *J. Elwood Cox* v. *Southern Ry. Co.* February 24, 1911. Refund of $393.75 on three shipments of wood billets from Moorhead, Miss., to Mellburg, Mass. Excessive rate.

13506. *J. L. Taylor* v. *Denver & Rio Grande R. R. Co.* December 13, 1910. Refund of $14.88 on one car of alfalfa seed from Pueblo, Colo., to Denver, Colo., imported from Hamburg, Germany. Excessive rate.

13508. *Frick Co.* v. *Western Maryland Ry. Co.* December 7, 1910. Refund of $16.50 on shipment of threshing machinery from Waynesboro, Pa., to Nashville, Tenn. Larger car furnished than ordered.

13510. *Pass & Seymour* (Inc.) v. *Pennsylvania R. R. Co.* December 1, 1910. Refund of $13.50 on one car of sand from Granville, Pa., to Solvay, N. Y. Excessive rate.

13511. *Chattanooga Sewer Pipe & Fire Brick Co.* v. *Nashville, Chattanooga & St. Louis Ry. Co.* December 29, 1910. Refund of $47.95 on 10 cars of sewer pipe from Chattanooga, Tenn., to La Grange, Ga. Excessive rate.

13515. *Frye & Bruhn* (Inc.) *and Mahoney Bros.* v. *Northern Pacific Ry. Co.* January 16, 1911. Refund of $469.92 on eight cars of hogs from various points to Roslyn and Wallace, Wash. Excessive rate.

13516. *Rock Island Plow Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 2, 1911. Refund of $2.25 on one car of implements from Rock Island, Ill., to Ossian, Ind. Excessive minimum carload weight.

13517. *Evans & Howard Fire Brick Co.* v. *Wabash R. R. Co.* December 12, 1910. Refund of $243 on one car of brick from St. Louis, Mo., to Globe, Ariz. Excessive rate.

13520. *Fayette Oil & Fertilizer Co.* v. *Southern Ry. Co. in Mississippi.* December 12, 1910. Refund of $157.90 on one car of cottonseed cake from Greenville, Miss., to Fayette, Ala. Excessive rate.

13521. *Arapahoe Mercantile Co.* v. *Chicago & North Western Ry. Co.* December 7, 1910. Waive collection of $235.13 on two cars of flour from Greeley, Colo., to Arapahoe, Wyo. Excessive rate.

13525. *Central Pennsylvania Lumber Co.* v. *Tionesta Valley Ry. Co.* May 9, 1911. Refund of $9.30 on one car of lumber from West Sheffield, Pa., to Pittsfield, Mass. Excessive rate.

13526. *Savage Fire Brick Co.* v. *Baltimore & Ohio R. R. Co.* December 14, 1910. Refund of $35.75 on one car of brick from Hyndman, Pa., to Alabaster, Mich. Excessive rate.

13528. *L. F. Swift* v. *Chicago, Milwaukee & St. Paul Ry. Co.* December 10, 1910. Refund of $51 on shipment of cottonseed cake from Little Rock, Ark., to Everett, Ill. Excessive rate.

12529. *S. B. Stine* v. *Pennsylvania Co.* December 14, 1910. Refund of $33.75 on three cars of pig iron from Girard, Ohio., to Osceola Mills, Pa. Excessive rate.

13530. *W. J. Staton* v. *Louisiana Western R. R. Co.* February 25, 1911. Refund of $52 on 13 cars of cattle from Edgerly, La., to Standard, Tex. Excessive rate.

13533. *S. G. Steiner* v. *Illinois Central R. R. Co.* December 28, 1910. Refund of $18.42, return fare of caretaker of car of horses from Lima, Ohio, to New Orleans, La. Failure of conductor to indorse contract.

13534. *Iowa & Illinois Fuel Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* December 22, 1910. Refund of $9.85 on shipment of coal from Sesser, Ill., to Davenport, Iowa. Excessive rate.

13535. *E. C. Adams* v. *Mobile & Ohio R. R. Co.* December 31, 1910. Refund of $36.50 on shipment of cattle from Columbus, Miss., to Atlanta, Ga. Excessive rate.

13537. *California Vegetable Union* v. *Southern Pacific Co.* September 5, 1911. Refund of $352.83 on three cars of vegetables from Earl, Cal., to Ogden and Salt Lake City, Utah. Excessive rate.

13538. *Charleston, S. C., Mining & Manufacturing Co.* v. *Louisville & Nashville R. R. Co.* December 6, 1910. Refund of $390.59 and waive collection of $42.31 on 11 cars of coal from Marvel, Ala., to Gordonsburg, Penn. Excessive rate.

13539. *Swift & Co.* v. *Pere Marquette R. R. Co.* May 17, 1911. Refund of $24.73 on one car of hides from Chicago, Ill., to Manistee, Mich. Excessive rate.

13541. *Detroit Copper Mining Co.* v. *Morenci Southern Ry. Co.* May 19, 1911. Refund of $215.36 and waive collection of $82.90 on one car of fruits and vegetables from Los Angeles, Cal., to Morenci, Ariz. Excessive rate.

13542. *Fassett Lumber Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 12, 1910. Refund of $27.50 and waive collection of $0.54 on one car of shingles from Springfield, Oreg., to Fresno, Cal. Excessive rate.

13545. *Planters Fertilizer & Phosphate Co.* v. *Atlantic Coast Line R. R. Co.* January 18, 1911. Refund of $49.55 on nine cars of fertilizer from Charleston, S. C., to North Carolina points. Excessive minimum weight.

13546. *Eastern States Refrigerating Co.* v. *Missouri, Kansas & Texas Ry. Co.* June 7, 1911. Refund of $247.72 on two cars of dressed poultry from Dublin, Tex., to Jersey City, N. J. Excessive rate.

13548. *Diana Paper Co.* v. *New York Central & Hudson River R. R. Co.* December 8, 1910. Refund of $108.74 on 26 cars of imported wood pulp from Hoboken, N. J., to Harrisville, N. Y. Excessive rate.

13553. *H. Woods Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $12.33 on shipment of cantaloupes from Melonfield, Colo., to Sioux Falls, S. Dak. Excessive rate.

13554. *American Steel & Wire Co.* v *Chicago, Milwaukee & Gary Ry. Co.* December 16, 1910. Refund of $34.31 on one car of wire, nails, and fencing from De Kalb, Ill., to Perry, Ark. Excessive rate.

13559. *Bockmann & Shepard* v. *New York Central & Hudson River R. R. Co.* March 17, 1911. Refund of $39.17 on one car of marble from Port Morris, N. Y., to Allegheny, Pa. Excessive rate.

13560. *Geo. Brose* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $90.20 on six cars of wheat from Stewartsville, Ind., to Evansville, Ind. Excessive rate.

13561. *S. H. Peacock* v. *Atlantic Coast Line R. R. Co.* December 24, 1910. Refund of $27 on shipment of brick from Albany, Ga., to Perry, Fla. Excessive rate.

13562. *Hubbs & Corning Co.* v. *Southern Ry Co.* June 30, 1911. Refund of $19.92 on shipment of wrapping paper from Baltimore, Md., to Atlanta, Ga. Excessive rate.

13565. *Nodaway Valley Cattle Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 1, 1910. Waive collection of $65.72 on shipment of cottonseed meal from Forrest City, Ark., to Quitman, Mo. Excessive rate.

13566. *R. I. Bilby* v. *Chicago, Burlington & Quincy R. R. Co.* December 1, 1910. Refund of $66.25 on one car of cottonseed meal from Forrest City, Ark., to Quitman, Mo. Excessive rate.

13568. *Iowa Dairy Separator Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 8, 1911. Refund of $10.08 on shipment of cream separators from Waterloo, Iowa, to Grand Rapids, Mich. Larger car furnished than ordered.

13571. *J. H. Conrad* v. *Union Pacific R. R. Co.* December 5, 1910. Refund of $20.70 on one car of oil meal from Sioux City, Iowa, to North Bend, Nebr. Excessive rate.

13575. *Geo. Bullen & Co.* v. *Illinois Central R. R. Co.* December 29, 1910. Refund of $43.28 on one car of barley from George, Iowa, to Chicago, Ill., for milling and reshipment. Excessive rate.

13579. *Gamble-Robinson Commission Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* January 17, 1911. Refund of $2.40 on shipment of grapes from Paw Paw, Mich., to St. Paul, Minn. Excessive rate.

13581. *Moore & Munger* v. *Baltimore & Ohio R. R. Co.* January 20, 1911. Refund of $11.58 on two cars of imported clay from Philadelphia, Pa., to Wellsville, Ohio. Excessive rate.

13582. *Dallas Elevator Co.* v. *Houston & Texas Central R. R. Co.* January 18, 1911. Refund of $15.62 on one car of ear corn from Jeanerette, La., to Dallas, Tex. Excessive rate.

13583. *United States Rubber Co.* v. *New York, New Haven & Hartford R. R. Co.* December 22, 1910. Refund of $20 on five shipments of rubber shoddy from Naugatuck, Conn., to Woonsocket, R. I., and Millville, Mass. Excessive rate.

13584. *Carstens Packing Co.* v. *Oregon & Washington R. R. Co.* December 22, 1910. Refund of $10 on two cars of cattle and hogs from Joseph, Oreg., to Tacoma, Wash. Excessive rate.

13585. *Moline Plow Co.* v. *Vandalia R. R. Co.* February 4, 1911. Refund of $9.23 on one car of agricultural implement castings from Indianapolis, Ind., to Moline, Ill. Excessive rate.

13587. *New Orleans Acid & Fertilizer Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* February 7, 1911. Refund of $12.82 on shipment of acid phosphate from Gretna, La., to Magnolia, Ark. Excessive rate.

13588. *White Hickory Wagon Manufacturing Co.* v. *Illinois Central R. R. Co.* November 13, 1911. Refund of $156.80 on shipment of wagon hubs from Vina, Ala., to East Point, Ga. Excessive rate.

13596. *Geo. Hitz & Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* April 18, 1911. Refund of $98.25 on three cars of celery from La Bolsa, Wintersburg, and Northam, Cal., to Indianapolis, Ind. Excessive rate.

13598. *F. W. Browne* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 1, 1910. Refund of $27.14 on shipment of seed wheat from Hereford, Tex., to Las Vegas, N. Mex. Excessive rate.

13601. *Rock Island Plow Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 18, 1911. Refund of $49.68 on two shipments of hay stackers from Green City, Mo., to Sioux Falls, S. Dak. Excessive rate.

13602. *Empire Bridge Co. of New York* v. *Erie R. R. Co.* January 16, 1911. Refund of $29.22 on two cars of structural steel from Brooklyn, N. Y., to Franklin Junction, N. J. Excessive rate.

13605. *Odorless Refrigerator Co.* v. *Nashville, Chattanooga & St. Louis Ry.* December 5, 1910. Refund of $19.45 on three cars of refrigerators from Chattanooga, Tenn., to Mayfield, Ky. Excessive rate.

13606. *Dresden Spoke Co.* v. *Nashville, Chattanooga & St. Louis Ry.* March 8, 1911. Refund of $89.60 on three cars of spokes from Dresden, Tenn., to Lansing, Mich. Excessive rate.

13607. *St. James Timber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* January 26, 1911. Refund of $172.97 on two cars of shingles from Frenier, La., to Bartlett, etc., Tex. Excessive rate.

13608. *W. J. Staton* v. *Louisiana Western R. R. Co.* March 24, 1911. Refund of $68 on 17 cars of cattle from Edgerly, La., to Laredo, Tex. Excessive rate.

13609. *Lutey Bros.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 9, 1911. Refund of $66.50 on one car of flour from Fargo, N. Dak., to Butte, Mont. Excessive rate.

13612. *Jackson Bros. Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* December 1, 1910. Refund of $12.87 on shipment of lumber from Salisbury, Md., to New Bedford, Mass. Excessive rate.

13613. *St. James Timber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* January 26, 1911. Refund of $93.76 on shipment of shingles from Frenier, La., to Skidmore, Tex. Excessive rate.

13614. *American Hominy Co.* v. *Illinois Central R. R. Co.* April 1, 1911. Refund of $162.58 on 12 cars of corn from various points to Chicago, Ill., reshipped as grits and hominy. Excessive rate.

13616. *Sherbrooke Distillery Co.* v. *Kanawha Dispatch Routes.* January 16, 1911. Refund of $40.53 on shipment of whisky, gin, alcohol, and wine from Cincinnati, Ohio, to Georgetown, S. C. Excessive rate.

13617. *Congress Consolidated Mines Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 13, 1911. Refund of $64.93 on three cars of stulls from Bellemont, Ariz., to Congress Junction, Ariz. Excessive rate.

13619. *South Atlantic Waste Co.* v. *Seaboard Air Line Ry.* March 17, 1911. Refund of $40.68 on three cars of factory sweepings from Charlotte, N. C., to Swissvale, Pa. Excessive rate.

13624. *Waddington & Lounsbury* v. *Pennsylvania R. R. Co.* December 20, 1910. Refund of $148.80 on three cars of cattle from Panama, N. Y., to Salem, N. J. Excessive rate.

13631. *Pinckneyville Milling Co.* v. *Illinois Central R. R. Co.* February 4, 1911. Refund of $376.30 on shipment of grain milled in transit at East St. Louis, Ill. Excessive rate.

13636. *Vigo County Coal Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $24.84 on six cars of coal from Brazil and Seelyville, Ind., to Chicago, Ill. Excessive rate.

13632. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* January 20, 1911. Refund of $292.98 on 94 cars of coal from various Indiana points to various Illinois points. Excessive rate.

13643. *H. T. Lange Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* December 7, 1910. Refund of $24 on two cars of grapes from Lawton, Mich., to Eau Claire, Wis. Excessive rate.

13645. *D. N. & E. Walter & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 13, 1911. Refund of $105.78 and waive collection of $8.28 on two cars of furniture from East Cambridge, Mass., to San Francisco, Cal. Excessive rate.

13647. *Pinckneyville Milling Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $204.48 on shipment of wheat milled in transit at Pinckneyville, Ill. Excessive rate.

13650. *Hill Veneer Co.* v. *Southern Ry. Co. in Mississippi.* December 31, 1910. Refund of $88.80 on one car of lumber from Itta Bena, Miss., to Columbus, Ga. Excessive rate.

13651. *Farmers Grain Co.* v. *Illinois Central R. R. Co.* March 21, 1911. Refund of $3.12 on one car of coal from Evansville, Ind., to Dorans, Ill. Excessive rate.

13652. *Garrett Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 13, 1911. Refund of $21 on seven cars of lumber from various points to Springfield, Mo. Nonabsorption of switching charges.

13653. *Crown Mills Co.* v. *Illinois Central R. R. Co.* March 10, 1911. Refund of $12 on shipment of wheat from Imbs, Ill., to Memphis, Tenn., milled in transit at Belleville, Ill. Excessive rate.

13655. *Pinckneyville Milling Co.* v. *Illinois Central R. R. Co.* February 4, 1911. Refund of $75.88 on three shipments of wheat from East St. Louis, Ill., to Pinckneyville, Ill., for milling in transit. Excessive rate.

13659. *Springfield Planing Mill & Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 13, 1911. Refund of $9 on three cars of lumber from various points to Springfield, Mo. Nonabsorption of switching charges.

13661. *Balfour, Guthrie & Co.* v. *Northern Pacific Ry. Co.* December 12, 1910. Refund of $250.42 on five shipments of rolled barley from Vollmer, Idaho, to Lind, Wash. Excessive rate.

13662. *Union Elevator & Warehouse Co.* v. *Northern Pacific Ry. Co.* December 14, 1910. Refund of $119.56 on two shipments of rolled barley from Vollmer, Idaho, to Lind, Wash. Excessive rate.

13664. *Springfield Wagon Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* February 13, 1911. Refund of $60 on 20 cars of lumber from various points to Springfield, Mo. Nonabsorption of switching charges.

13665. *R. F. Worley & Co.* v. *Chicago & North Western Ry. Co.* February 24, 1911. Refund of $26.48 on shipment of grass twine refuse from St. Paul, Minn., to Central City, W. Va. Excessive rate.

13666. *C. E. Specht* v. *Pennsylvania R. R. Co.* February 4, 1911. Refund of $113.44 on three cars of lumber from Everett, Pa., to Montreal, Quebec. Excessive rate.

13667. *A. B. Hensley* v. *Chicago, Burlington & Quincy R. R. Co.* December 5, 1910. Waive collection of $60 on one car of cottonseed meal from Little Rock, Ark., to Bellflower, Mo. Excessive rate.

13668. *Farmers' Union Warehouse Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* February 9, 1911. Refund of $35.21 on two cars of coal from Baker, etc., Okla., to Shamrock, Tex. Excessive rate.

13669. *Hilb & Bauer* v. *Chesapeake & Ohio Ry. Co.* April 3, 1911. Refund of $12.04 on one car of scrap iron from Louisville, Ky., to Huntington, W. Va. Excessive rate.

13670. *C. S. Merrill* v. *Lehigh Valley R. R. Co.* January 18, 1911. Refund of $49.24 on two cars of lumber from Walsh Switch, Pa., to Newark Valley, N. Y. Excessive rate.

13671. *Waters-Pierce Oil Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* December 28, 1910. Refund of $26.72 on one car of oil from St. Louis, Mo., to Lake Providence, La. Excessive rate.

13672. *Roddis Lumber & Veneer Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* January 3, 1911. Refund of $19.50 on one car of wood from Marshfield, Wis., to Defiance, Ohio. Excessive rate.

13680. *Gulf Refining Co.* v. *Central of Georgia Ry. Co.* December 7, 1910. Refund of $7.65 on one car of iron barrels from Florala, Ala., to New Orleans, La. Excessive rate.

13681. *Shannon Copper Co.* v. *Arizona & New Mexico Ry. Co.* December 9, 1910. Refund of $28.91 on one car of flour from La Junta, Colo., to Clifton, Ariz. Excessive rate.

13682. *Ralston Purina Co.* v. *Illinois Central R. R. Co.* February 27, 1911. Refund of $114.87 on eight cars of millet seed from New Orleans, La., to St. Louis, Mo. Failure to hold same at East St. Louis, Ill., for reconsigning, resulting in switching, demurrage, etc.

13683. *St. Louis, Rocky Mountain & Pacific Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 6, 1910. Refund of $240.76 on shipment of coke from Gardiner, N. Mex., to Humboldt, Ariz. Excessive rate.

13684. *Eagle Milling Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 19, 1911. Refund of $74.84 on shipment of flour, meal, and feed from Newton and Derby, Kans., to Fowler, Colo. Excessive rate.

13686. *Garden City, Gulf & Northern R. R. Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 8, 1910. Refund of $65.70 on shipment of rails from Webb City, Mo., to Garden City, Kans. Excessive rate.

13687. *Arizona Copper Co. (Ltd.)* v. *Arizona & New Mexico Ry. Co.* December 23, 1910. Refund of $64.19 on shipments of flour from Great Bend, Kans., and La Junta, Colo., to Clifton, Ariz. Excessive rate.

13688. *J. H. Conrad* v. *Union Pacific R. R. Co.* December 12, 1910. Refund of $24.75 on one car of oil meal from Sioux City, Iowa, to North Bend, Nebr. Excessive rate.

13689. *Baird & Co.* v. *Boston & Maine R. R. Co.* December 31, 1910. Refund of $26.95 on one car of lumber from Wentworth, N. H., to Brooklyn, N. Y. Excessive rate.

13690. *S. Weber & Son* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* December 6, 1910. Refund of $4 on one car of scrap iron from Louisville, Ky., to Jeffersonville, Ind. Excessive rate.

13691. *T. W. Hanna and Direct Line Coal Yard* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 6, 1910. Refund of $55.31 on two cars of wood from Lamy, N. Mex., to Albuquerque, N. Mex. Excessive rate.

13692. *Inland Steel Co.* v. *Missouri, Kansas & Texas Ry. Co.* December 7, 1910. Refund of $600.07 on four cars of spelter from Bartlesville, Okla., to Indiana Harbor, Ind. Excessive rate.

13693. *J. C. Grant Chemical Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* January 18, 1911. Refund of $68.39 on two cars of baking powder from Dupo, Ill., to Shreveport, La. Excessive rate.

13694. *Coffeyville Vitrified Brick & Tile Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 12, 1910. Refund of $33.38 on one car of brick from Collinsville, Okla., to Norman, Okla. Excessive rate.

13697. *Sharkey-Jamison Stone Co.* v. *Central of Georgia Ry. Co.* March 25, 1911. Refund of $71.92 on one car of stone from Atlanta, Ga., to Tallahassee, Fla. Excessive rate.

13698. *Marine Metal & Supply Co.* v. *Delaware, Lackawanna & Western Ry. Co.* December 5, 1910. Refund of $8 on one car of scrap iron from Long Island City, N. Y., to Hoboken, N. J. Excessive rate.

13699. *A. Schmidt and A. Heidt* v. *Missouri, Kansas & Texas Ry. Co.* March 21, 1911. Refund of $107.64 on one car of lumber from Lewis, Mo., to Hamburg, Germany. Excessive rate.

13701. *Rosiclare Lead & Spar Co.* v. *Chicago & Eastern Illinois R. R. Co.* March 31, 1911. Refund of $30.88 on shipment of lead ore from Joppa, Ill., to Carnegie, Pa. Excessive rate.

13703. *Woods & Ott Live Stock Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 20, 1910. Refund of $63.94 on 18 cars of cattle and hogs from Sun City, Lake City, and Gerlane, Kans., to Kansas City, Mo. Excessive rate.

13704. *American Bed Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 18, 1911. Refund of $26.64 on shipment of iron beds from St. Louis, Mo., to Texarkana, Tex. Excessive rate.

13709. *Martin Bros.* v. *Southern Pacific Co.* January 18, 1911. Refund of $46.72 on one car of apples from Watsonville, Cal., to San Marcos, Tex. Excessive rate.

13710. *New England Furniture & Carpet Co.* v. *Cincinnati, Lebanon & Northern Ry. Co.* May 4, 1911. Refund of $1.44 on shipment of trunks from Norwood, Ohio, to Minneapolis, Minn. Excessive rate.

13712. *Peoria Commission Co.* v. *Illinois Central R. R. Co.* February 3, 1911. Refund of $210 on 70 cars of cottonseed hulls from various points to Pekin, Ill., milled in transit. Excessive rate.

13713. *Southern Illinois Milling Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $334.61 on 10 cars of wheat from East St. Louis, Ill., to Murphysboro, Ill., milled and reshipped. Excessive rate.

13715. *Armour Grain Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $1,963.03 on 165 cars of corn, oats, and wheat from East St. Louis, Ill.; Council Bluffs, Iowa; and Omaha, Nebr., to Cairo, Ill., for milling in transit. Excessive rate.

13717. *J. F. Imbs Milling Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $13 on two cars of wheat from Ogles, Ill., to Belleville, Ill., milled and reshipped. Excessive rate.

13718. *Phoenix Flour Mill* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $97.30 on nine cars of wheat from various points to Evansville, Ind., milled in transit. Excessive rate.

13720. *R. T. Ford & Co.* v. *Norfolk & Western Ry. Co.* March 28, 1911. Refund of $20.34 on shipment of lumber from Dillard, Va., to Central Islip, N. Y. Excessive rate.

13726. *Samuel Hastings Co.* v. *Illinois Central R. R. Co.* March 17, 1911. Refund of $10.75 and waive collection of $5.27 on shipment of corn from Thompsonville, Ill., to Cairo, Ill., for milling and thence to Clarksdale, Miss. Excessive rate.

13731. *J. F. Imbs Manufacturing Co.* v. *Illinois Central R. R. Co.* March 10, 1911. Refund of $19.20 on shipment of wheat from East St. Louis, Ill., to Mounds, Ill., milled at Belleville, Ill. Excessive rate.

13734. *J. L. Taylor* v. *Missouri, Kansas & Texas Ry. Co.* April 8, 1911. Refund of $73.08 on four cars of apples from Austin, etc., Colo., to McAlester and Durant, Okla. Excessive rate.

13737. *J. W. Vickery & Son* v. *Baltimore & Ohio Southwestern R. R. Co.* July 31, 1911. Refund of $22.74 on one car of coal from Montgomery, Ind., to Iola, Ill. Excessive rate.

13738. *Wm. M. Roylance* v. *Wells Fargo & Co.* March 31, 1911. Refund of $126.42 on two cars of strawberries from Pleasant Grove, Utah, to Colorado Springs, Colo. Excessive rate.

13739. *Semet-Solvay Co.* v. *Southern Ry. Co.* March 1, 1911. Refund of $68.34 on one car of sulphate of ammonia from Ensley, Ala., to Bremen, Ga. Excessive rate.

13740. *England Walton & Co.* v. *Knoxville & Augusta R. R. Co.* May 16, 1911. Refund of $489.09 on 10 cars of leather from Walland, Tenn., to Philadelphia, Pa. Excessive rate.

13741. *Virginia-Carolina Chemical Co.* v. *Louisville & Nashville R. R. Co.* March 16, 1911. Refund of $12.80 on one car of fertilizer from Memphis, Tenn., to Harned, Ky. Excessive rate.

13743. *Pittock & Leadbetter Lumber Co.* v. *Oregon-Washington R. R. & Navigation Co.* April 12, 1911. Refund of $60.53 on one car of lumber from Vancouver, Wash., to American Fork, Utah. Excessive rate.

13744. *Calcasieu Long Leaf Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* May 13, 1911. Refund of $92.15 on 16 cars of lumber from Barnes Creek, La., to New Orleans, La., for export. Excessive rate.

13745. *Richardson Grain Co.* v. *Illinois Central R. R. Co.* December 16, 1910. Refund of $118.86 on two cars of oats from St. Louis, Mo., to Valdosta, Ga. Nonallowance for elevation.

13750. *Great Western Cereal Co.* v. *Chicago & Alton R. R. Co.* November 15, 1911. Refund of $7 on one car of mixed feed from Joliet, Ill., to Tullytown, Pa. Excessive rate.

13753. *B. F. Avery & Sons* v. *Baltimore & Ohio Southwestern R. R. Co.* January 25, 1911. Refund of $130.04 on seven cars of agricultural implements from Louisville, Ky., to New York, N. Y., for export. Excessive rate.

13754. *Rayne Rice Milling Co.* v. *Louisiana Western R. R. Co.* February 25, 1911. Refund of $192 on eight cars of pelican feed from Rayne, La., to Orange and Beaumont, Tex. Excessive rate.

13755. *Fulton Bag & Cotton Mills* v. *Central of Georgia Ry. Co.* April 12, 1911. Refund of $32.55 on one car of coconut oil from New York, N. Y., to Atlanta, Ga. Excessive rate.

13756. *Deere & Co.* v. *Northern Pacific Ry. Co.* December 20, 1910. Refund of $7.80 on shipment of implements from Moline, Ill., to Forsythe, Mont. Excessive rate.

13757. *Deere & Co.* v. *Northern Pacific Ry. Co.* December 12, 1910. Refund of $7.38 on shipment of implements from Moline, Ill., to Billings, Mont. Excessive rate.

13758. *Deere & Co.* v. *Northern Pacific Ry. Co.* December 12, 1910. Refund of $20 on shipment of implements from Moline, Ill., to Red Lodge, Mont. Excessive rate.

13759. *Deere & Mansur Co.* v. *Northern Pacific Ry. Co.* December 12, 1910. Refund of $7.26 on shipment of implements from Moline, Ill., to Billings, Mont. Excessive rate.

13760. *Deere & Mansur Co.* v. *Northern Pacific Ry Co.* December 20, 1910. Refund of $29.10 on two shipments of implements from Moline, Ill., to Livingston, Mont. Excessive rate.

13761. *Garden City Grain & Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 16, 1910. Refund of $138.02 and waive collection of $14.85 on shipment of corn chop from Garden City, Kans., to Holly, Colo., originating at St. Johns, etc., Kans. Excessive rate.

13764. *Columbia Cotton Oil & Provision Corporation* v. *Southern Ry. Co.* February 4, 1911. Refund of $76.40 on four shipments of cottonseed oil from Maysville and Royston, Ga., and Prosperity and Belton, S. C., to Relee, Va. Excessive rate.

13767. *Jackson Bros. & Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* March 8, 1911. Refund of $12.27 on one car of lumber from Salisbury, Md., to New Bedford, Mass. Excessive rate.

13769. *Spencer-Kellogg Co.* v. *Wabash R. R. Co.* February 24, 1911. Refund of $6.13 on one car of linseed oil from Buffalo, N. Y., to Dayton, Ohio. Excessive rate.

13770. *Igleheart Bros.* v. *Illinois Central R. R. Co.* February 7, 1911. Refund of $76.24 on seven shipments of wheat and products from Martin, Poseyville, and Stewartsville, Ind., to Evansville, Ind., for reshipment. Excessive rate.

13777. *Hoshall & McDonald Bros.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* December 7, 1910. Refund of $31.18 on three cars of lumber from McDonald, La., to New Orleans, La. Excessive rate.

13781. *Chas. Nelson Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 10, 1910. Refund of $14.30 on one car of shingles from Diamond, Cal., to Marion, S. C. Excessive rate.

13784. *Marshall Field & Co.* v. *New York, Ontario & Western Ry. Co.* January 18, 1911. Refund of $15.49 on five cars of underwear from Oriskany Falls, N. Y., to Chicago, Ill. Excessive rate.

13786. *Lawrence-Hensley Fruit Co.* v. *St. Louis & San Francisco R. R. Co.* December 8, 1910. Refund of $41.65 on one car of strawberries from Van Buren, Ark., to Denver, Colo. Excessive rate.

13788. *Flagstaff Lumber Manufacturing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 2, 1911. Refund of $444 on 39 cars of ties and lumber from Maine, Ariz., to Flagstaff, Ariz. Excessive rate.

13789. *Jefferson Fertilizer Co.* v. *Louisville & Nashville R. R. Co.* February 1, 1911. Refund of $64 on 32 cars of phosphate rock and kainit at Bessemer, Ala. Nonabsorption of switching charges.

13790. *United States Cast Iron Pipe & Foundry Co.* v. *Illinois Central R. R. Co.* December 15, 1910. Refund of $259.97 on 26 cars of cast-iron pipe from Bessemer, Ala., to Council Bluffs, Iowa, destined to Cheyenne, Wyo. Excessive rate.

13792. *Western Fire Brick Co.* v. *Wabash R. R. Co.* January 18, 1911. Refund of $168.25 on seven cars of clay from Jonesburg, Mo., to Granite City, Ill. Excessive rate.

13793. *Finnigan-Brown Co.* v. *El Paso & Southwestern System.* January 14, 1911. Refund of $114.55 on one car of hides from Douglas, Ariz., to East St. Louis, Ill. Excessive rate.

13794. *Pabst Brewing Co.* v. *Chicago & North Western Ry. Co.* February 7, 1911. Refund of $43.11 on shipment of empty beer barrels from Rock Springs, Wyo., to Milwaukee, Wis. Excessive rate.

13795. *A. F. Lane* v. *New York, New Haven & Hartford R. R. Co.* February 15, 1911. Refund of $19 on two cars of bran from New York, N. Y., to New Haven and Bridgeport, Conn. Excessive rate.

13798. *C. Dorflinger & Sons* v. *Erie R. R. Co.* December 8, 1910. Refund of $22.73 on one car of litharge from Brooklyn, N. Y., to White Mills, Pa. Excessive rate.

13800. *Bell & Co.* v. *Southern Pacific Co.* December 8, 1910. Refund of $45 on shipment of onions from Laredo, Tex., to Portland, Oreg. Excessive rate.

13801. *King-Ryder Lumber Co.* v. *Louisiana & Pacific Ry. Co.* December 31, 1910. Refund of $42.85 on shipment of lumber from Bon Ami, La., to Galveston, Tex. Excessive rate.

13802. *Gustaf Lundberg* v. *Illinois Central R. R. Co.* December 24, 1910. Refund of $49.23 on three cars of charcoal iron from New Orleans, La., to St. Louis, Mo. Excessive rate.

13803. *W. B. Fell* v. *Pittsburgh & Lake Erie R. R. Co.* December 12, 1910. Waive collection of $7.06 on shipment of emigrant movables from Denver, Colo., to McKeesport, Pa. Excessive rate.

13805. *Interstate Lumber Co.* v. *Mobile & Ohio R. R. Co.* February 7, 1911. Refund of $25.10 and waive collection of $2.51 on one car of lumber from Columbus, Miss., to Hickman, Ky. Excessive rate.

13806. *American Bag Co.* v. *St. Louis Southwestern Ry. Co.* March 28, 1911. Refund of $41.15 on 17 shipments of cotton bags from Memphis, Tenn., to Shreveport, La. Excessive rate.

13807. *Potlatch Lumber Co.* v. *Great Northern Ry. Co.* December 24, 1910. Refund of $69.50 on shipment of coal from Kirby, Wyo., to Lamont, Wash. Excessive rate.

13808. *Calcasieu Long Leaf Lumber Co.* v. *Louisiana & Pacific Ry. Co.* May 9, 1911. Refund of $24.15 on shipment of lumber from Barnes Creek, La., to Yoakum, Tex., reconsigned to Galveston, Tex. Excessive rate.

13812. *Wichita Vinegar Works* v. *Chicago & Eastern Illinois R. R. Co.* November 21, 1911. Refund of $11.59 on one car of vinegar and kraut from Wichert, Ill., to St. Louis, Mo., reconsigned to Wichita, Kans. Excessive rate.

13813. *Alabama-Georgia Syrup Co.* v. *Mobile & Ohio R. R. Co.* December 12, 1910. Refund of $10.80 on one car of syrup from Montgomery, Ala., to Memphis, Tenn. Excessive rate.

13815. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* December 12, 1910. Refund of $6.60 on one car of coal from Whiteside, Tenn., to San Antonio, Tex. Excessive rate.

13816. *International Paper Co.* v. *New York Central & Hudson River R. R. Co.* December 31, 1910. Refund of $70.37 on six cars of printing paper from Niagara Falls, N. Y., to Nashville, Tenn. Excessive rate.

13817. *Straight Creek Colliery Co.* v. *Louisville & Nashville R. R. Co.* April 17, 1911. Refund of $65.03 on six cars of coal from Castro, Ky., to Newnan, Ga. Excessive rate.

13818. *M. Streng's Sons Co.* v. *Wheeling & Lake Erie R. R. Co.* January 18, 1911. Refund of $4 on one car of rags from Steubenville, Ohio, to Allegheny, Pa. Excessive rate.

13821. *Redman, Magee & Co.* v. *Illinois Central R. R. Co.* March 30, 1911. Refund of $30.40 and waive collection of $22.40 on two shipments of oats from East St. Louis, Ill., to Cairo, Ill., for reshipment. Excessive rate.

13822. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* December 12, 1910. Refund of $10.32 on shipment of blacksmith coal from Whiteside, Tenn., to Yoakum, Tex. Excessive rate.

13824. *Davison & McBryde* v. *Nashville, Chattanooga & St. Louis Ry.* December 12, 1910. Refund of $107 on three shipments of poles from Stevenson, Ala., to Oklahoma City, Okla. Excessive rate.

13825. *Peerless Woolen Mills* v. *Nashville, Chattanooga & St. Louis Ry.* December 31, 1910. Refund of $4.74 on 17 shipments of cotton warp from Chattanooga, Tenn., to Mayfield, Ky. Excessive rate.

13826. *Boyle Commission Co.* v. *Colorado & Southern Ry. Co.* February 7, 1911. Refund of $270.98 on five cars of potatoes from Eaton, Gates, and Farmers, Colo., to Mobile, Ala. Excessive rate.

13827. *Armour & Co.* v. *New York Central & Hudson River R. R. Co.* January 27, 1911. Refund of $101.97 on six cars of dressed meats, etc., from Chicago, Ill., to Lake Placid, N. Y. Excessive rate.

13828. *Golding & Sons Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* December 9, 1910. Refund of $40.88 on two cars of feldspar from Conowingo, Md., to Wilmington, Del. Excessive rate.

13829. *Tomlinson Chair Manufacturing Co.* v. *Pennsylvania R. R. Co.* December 12, 1910. Refund of $64.26 on one car of chair stock from South Ashburnham, Mass., to High Point, N. C. Excessive rate.

13832. *United States Cast Iron Pipe & Foundry Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 19, 1911. Refund of $2.84 on one car of cast-iron pipe from Chattanooga, Tenn., to Little Rock, Ark. Excessive rate.

13833. *Jno. Dulweber & Co.* v. *Cincinnati Northern R. R. Co.* June 14, 1911. Refund of $17.94 on one car of lumber from Franklin, Ohio, to Elmira, N. Y. Excessive rate.

13835. *Lukens Iron & Steel Co.* v. *Pennsylvania R. R. Co.* December 14, 1910. Refund of $83.09 on one car of plate steel from Coatesville, Pa., to Lenoir City, Tenn. Excessive rate.

13836. *Fort Scott Sorghum Syrup Co.* v. *St. Louis & San Francisco R. R. Co.* January 18, 1911. Refund of $37 on one car of sorghum from Fort Scott, Kans., to Springfield, Mo. Excessive rate.

13838. *Oshkosh Fuel Co.* v. *Chicago & North Western Ry. Co.* August 1, 1911. Refund of $8.88 on one car of slabs from Heineman's Mill, Wis., to Mayfair, Ill. Excessive rate.

13846. *Anderson Clayton & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 1, 1911. Refund of $24.74 on 325 bales of cotton from various points to Oklahoma City, Okla., for concentration and reshipped to Galveston, Tex., for export. Excessive rate.

13848. *F. B. Hurley* v. *Seaboard Air Line Ry.* August 2, 1911. Refund of $37.82 on one car of apples from Sterling, N. Y., to Tampa, Fla. Excessive rate.

13849. *New England Furniture & Carpet Co.* v. *Cincinnati, Lebanon & Northern Ry. Co.* August 31, 1911. Refund of $1.16 on one car of trunks from Norwood, Ohio, to Minneapolis, Minn.

13850. *New England Furniture & Carpet Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* May 22, 1911. Refund of $1.18 on one car of suit cases from Columbus, Ohio, to Minneapolis, Minn. Excessive rate.

13852. *Stevenson, Sperring & Co.* v. *Pennsylvania R. R. Co.* December 14, 1910. Refund of $3.23 on three cars of lumber from Cumberland, Md., to Altoona, Pa. Excessive rate.

13853. *Heekin Can Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 28, 1911. Refund of $36 on one car of tin cans from Cincinnati, Ohio, to Greenville, Tex. Excessive rate.

13854. *C. W. Hull Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* January 27, 1911. Refund of $15.60 on one car of brick from Tyro, Kans., to Casey, Iowa. Excessive rate.

13855. *Oshkosh Fuel Co.* v. *Chicago & North Western Ry. Co.* April 8, 1911. Refund of $8.50 on one car of slab wood from Heinemann Mill, Wis., to Blue Island, Ill. Excessive rate.

13857. *W. L. Casey & Co.* v. *Central of Georgia Ry. Co.* April 17, 1911. Refund of $79.64 on four shipments of cotton from Ozark, Ala., to Sanford, N. C. Excessive rate.

13859. *Odell Manufacturing Co.* v. *Boston & Maine R. R. Co.* March 11, 1911. Refund of $11,406.70 on 262 cars of wood pulp from Groveton, N. H., to Cumberland Mills, Me. Excessive rate.

13862. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* February 18, 1911. Refund of $18.92 on one car of coal from Whiteside, Tenn., to Royston, Ga. Excessive minimum.

13863. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* January 16, 1911. Refund of $11.50 on one car of coal from Whiteside, Tenn., to Dallas, Ga. Excessive minimum weight.

13864. *Meridian Fertilizer Co.* v. *Louisiana & Arkansas Ry. Co.* February 27, 1911. Refund of $133.47 on seven cars of fertilizer from Shreveport, La., to Taylor, Ark. Excessive rate.

13865. *Davis-Cleaver Produce Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 28, 1911. Refund of $88 on eight cars of poultry from Macon, Mo., to Newark, N. J. Excessive rate.

13867. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* October 26, 1911. Refund of $48 on shipment of shingles from Timberton, La., to Bay City, Tex. Excessive rate.

13870. *Dawson & Carpenter* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 21, 1910. Refund of $12 on one car of grapes from Lawton, Mich., to Enid, Okla. Excessive rate.

13871. *McDonald Bros.* v. *Missouri Pacific Ry. Co.* January 28, 1911. Refund of $3.65 on two shipments of wagon scales from Pleasant Hill, Mo., to Ottumwa, Iowa. Excessive rate.

13873. *G. W. Hahn* v. *Chicago, Burlington & Quincy R. R. Co.* December 30, 1910. Refund of $30 on one car of emigrant outfit from Elk Creek, Nebr., to Yuma, Colo. Excessive rate.

13874. *Meridian Fertilizer Factory* v. *Louisiana & Arkansas Ry. Co.* February 27, 1911. Refund of $32.20 on eight cars of fertilizer from Shreveport, La., to Hope, Ark. Excessive rate.

13875. *D. G. Hendrix* v. *St. Louis & San Francisco R. R. Co.* January 27, 1911. Refund of $33.20 on shipment of sheep from Republic, Mo., to Kansas City, Mo. Single deck instead of double deck being furnished.

13876. *Meridian Fertilizer Factory* v. *Louisiana & Arkansas Ry. Co.* February 27, 1911. Refund of $6.66 on one car of fertilizer from Shreveport, La., to Stamps, Ark. Excessive rate.

13877. *Hirsh, Stein & Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* January 14, 1911. Refund of $2 and waive collection of $3 on shipment of fertilizer from Hammond, Ind., to Coloma, Mich. Excessive rate.

13878. *Wheeler Lumber Bridge & Supply Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 29, 1911. Refund of $4.96 on shipment of cedar posts from St. Louis, Mo., to Russell, Iowa. Excessive rate.

13881. *W. J. Staton* v. *Louisiana Western R. R. Co.* February 14, 1911. Refund of $32 on eight shipments of cattle from Edgerly, La., to Beeville, Tex. Excessive rate.

13885. *Seattle Fruit & Produce Auction Co.* v. *Oregon & Washington R. R. Co.* December 14, 1910. Refund of $18.20 on one car of cabbage from Los Angeles, Cal., to Seattle, Wash. Excessive rate.

13886. *P. J. Wurst* v. *Pennsylvania R. R. Co.* December 31, 1910. Refund of $28.38 on two cars of brick from Kushequa, Pa., to Holland, N. Y. Excessive rate.

13887. *Clement-Ross Manufacturing Co.* v. *Seaboard Air Line Ry.* March 3, 1911. Refund of $55.51 on four cars of logs from Fletcher, S. C., to Cheraw, S. C. Excessive rate.

13888. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $57.27 on shipment of wire fencing, etc., from Joliet, Ill., to Englewood, Kans. Excessive rate.

13889. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 1, 1911. Refund of $28.92 on shipment of fencing, etc., from Joliet, Ill., to Du Quoin, Kans. Excessive rate.

13890. *Hunter & Dickson Co.* v. *Philadelphia & Reading Ry. Co.* April 28, 1911. Refund of $41.45 on shipment of wrought-iron pipe from Conshohocken, Pa., to Riverton, N. J. Excessive rate.

13895. *Earl Fruit Co.* v. *Southern Pacific Co.* February 27, 1911. Refund of $92.01 on shipments of apples from Watsonville, Cal., to Houston, Tex. Excessive rate.

13898. *Rapides Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* January 18, 1911. Refund of $14.34 on one car of lumber from Nelsonville, La., to Racine, Wis. Excessive rate.

13899. *S. H. Bowman Lumber Co.* v. *Great Northern Ry. Co.* January 16, 1911. Refund of $134.37 on three cars of coke from Whiting, Ind., to Merrill, etc., Iowa. Excessive rate.

13902. *Thomas Iron Co.* v. *Delaware, Lackawanna & Western R. R. Co.* February 6, 1911. Waive collection of $2,546.39 on 42 cars of limestone from Franklin Furnace, N. J., to Hokendauqua, Pa. Excessive rate.

13903. *MacDonald & Sons* v. *Southern Pacific Co.* January 19, 1911. Refund of $36.05 and waive collection of $10.97 on one car of apples from Capitola, Cal., to Dallas, Tex. Excessive rate.

13906. *M. N. Lettunich & Co.* v. *Southern Pacific Co.* January 16, 1911. Refund of $31.24 and waive collection of $15.82 on one car of apples from Watsonville, Cal., to Texarkana, Tex. Excessive rate.

13907. *Frank Roux* v. *Union Pacific R. R. Co.* June 24, 1911. Refund of $222.13 on one car of hides, etc., from Rock Springs, Wyo., to Chicago, Ill. Excessive rate.

13908. *Kemmerer Big Piney Telephone Co.* v. *Union Pacific R. R. Co.* December 20, 1910. Waive collection of $11.42 on one car of poles from Kings, Idaho, to Rock Springs, Wyo. Excessive rate.

13909. *Quartette Mining Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 2, 1911. Refund of $56 on one car of mine timbers from Los Angeles, Cal., to Searchlight, Nev. Excessive rate.

13910. *Edwin Bolin* v. *Union Pacific R. R. Co.* March 2, 1911. Refund of $27.15 on one car of posts from Hope, Idaho, to Cornish, Colo. Excessive rate.

13911. *Hafner Manufacturing Co.* v. *St. Louis & San Francisco R. R. Co.* December 31, 1910. Refund of $4.08 on one car of sash and doors from St. Louis, Mo., to Hugo, Okla. Excessive minimum weight.

13912. *Coffeyville Vitrified Brick & Tile Co.* v. *Missouri, Kansas & Texas Ry. Co.* December 14, 1910. Refund of $37.52 on 2 cars of brick from Coffeyville, Kans., to Denison, Tex. Excessive rate.

13914. *Moore & Handley Hardware Co.* v. *Central of Georgia Ry. Co.* January 20, 1911. Refund of $9.20 on 2 shipments of wire fence from Birmingham, Ala., to Carrollton, Ga. Excessive rate.

13915. *Cohansey Glass Co.* v. *Philadelphia & Reading Ry. Co.* January 17, 1911. Refund of $21.97 on 12 cars of bottles from Dawnington, Pa., to Baltimore, Md. Excessive rate.

13919. *P. A. Patrick & Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $12.80 on one car of corn from Colfax, Ill., to Memphis, Tenn. Excessive rate.

13922. *Silas McMinn* v. *Oregon Short Line R. R. Co.* November 2, 1911. Refund of $4.88 on shipment of emigrant outfit from Ashton, Idaho, to Weiser, Idaho. Excessive rate.

13924. *National Lead Co.* v. *Toledo, St. Louis & Western R. R. Co.* June 7, 1911. Refund of $23.16 on shipment of dry red lead from St. Louis, Mo., to Philadelphia, Pa. Excessive rate.

13925. *Black Canon Fuel Co.* v. *Colorado & Southern Ry. Co.* February 18, 1911. Refund of $30.95 on shipment of coal from Caddell Mine, Colo., to Sayre, Okla. Excessive rate.

13926. *Davison & McBryde* v. *Nashville, Chattanooga & St. Louis Ry.* January 18, 1911. Refund of $31.11 on shipment of poles from Stevenson, Ala., to Oklahoma City, Okla. Excessive rate.

13927. *Des Moines Bridge & Iron Co.* v. *Oregon Short Line R. R. Co.* April 12, 1911. Refund of $311.22 on shipment of plate iron, etc., from Neville Island, Pa., to Shoshone, Idaho. Excessive rate.

13928. *David Babbitt, Trustee,* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 11, 1911. Refund of $2,022.98 on 17 cars of lumber from Maine, Ariz., to Gallup and Albuquerque, N. Mex., and Winslow and Flagstaff, Ariz. Excessive rate.

13930. *Kelley-Clark Co.* v. *Southern Pacific Co.* December 29, 1910. Refund of $57.21 on one car of almonds from Corning, Cal., to Spokane, Wash. Excessive rate.

13932. *T. J. Toler* v. *Louisiana Western R. R. Co.* August 10, 1911. Waive collection of $1.44 on one car of sash from Shreveport, La., to Crowley, La. Excessive rate.

13934. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* March 14, 1911. Refund of $16.40 on one car of coal from Whiteside, Tenn., to Wales, Tenn. Excessive minimum weight.

13935. *Southern Colorado Mercantile Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 29, 1911. Waive collection of $172.48 on one car of canned goods from Syracuse, N. Y., to Raton, N. Mex. Excessive rate.

13936. *Jos. Cangelosi & Co.* v. *Louisville & Nashville R. R. Co.* February 17, 1911. Refund of $54.75 on one car of onions from St. Matthews, Ky., to New Orleans, La. Excessive rate.

13938. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $59.26 on 19 cars of coal from South Linton, Ind., to Weber, Ill. Excessive rate.

13940. *B. Johnson & Son* v. *Louisville & Nashville R. R. Co.* February 25, 1911. Refund of $118.56 on shipment of ties from Dortha, Ky., to Cincinnati, Ohio. Excessive rate.

13941. *O. F. Haley Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* February 17, 1911. Refund of $8.19 on 10 barrels of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

13942. *F. P. Smith* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 29, 1910. Refund of $37.80 on shipment of apples from Florence, Colo., to San Antonio, Tex. Excessive rate.

13943. *Swift Fertilizer Works* v. *Seaboard Air Line Ry.* December 29, 1910. Refund of $9 on one car of fertilizer from Wilmington, N. C., to Ashland, Va. Excessive rate.

13944. *Standard Oil Co.* v. *Missouri Pacific Ry. Co.* January 5, 1911. Refund of $378.75 on shipment of scrap mica from Lincoln, Nebr., to Whiting, Ind. Excessive rate.

13945. *W. H. Winstead* v. *Atlantic Coast Line R. R. Co.* January 16, 1911. Refund of $243.70 on 28 shipments of leaf tobacco from South Carolina points to Goldsboro, N. C. Excessive rate.

13946. *Swastika Lumber Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 18, 1911. Refund of $25.74 on shipment of shingles from Allenville, Wash., to Fresno, Cal. Excessive rate.

13947. *Giant Powder Co.* v. *Northern Pacific Ry. Co.* April 4, 1911. Refund of $150.52 on shipment of carbonate of magnesia in bags from White Marsh Junction, Pa., to Telegraph Bay, British Columbia. Excessive rate.

13949. *Floriston Pulp & Paper Co.* v. *Southern Pacific Co.* March 10, 1911. Refund of $198.24 on one car of wrapping paper from Floriston, Cal., to Salt Lake City, Utah. Excessive rate.

13950. *White Hickory Wagon Manufacturing Co.* v. *Central of Georgia Ry. Co.* January 16, 1911. Refund of $23.51 on one car of wagons from East Point, Ga., to Edgefield, S. C. Excessive rate.

13952. *Elk Tanning Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 30, 1911. Refund of $15.30 on two cars of hides from North Fort Worth, Tex., to Manns Choice, Pa. Excessive minimum weight.

13953. *MacDonald & Sons* v. *Southern Pacific Co.* January 16, 1911. Refund of $47.99 on one car of apples from Watsonville, Cal., to Sherman, Tex. Excessive rate.

13957. *Mitchell, Lewis & Staver Co.* v. *Oregon R. R. & Navigation Co.* February 3, 1911. Refund of $182.34 on one car of plows and cultivators from Okmulgee, Okla., to East Portland, Oreg. Excessive rate.

13958. *J. B. Horton & Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $12.52 on shipment of corn and oats from Council Bluffs, Iowa, and Crapsey, Ill., to Brooklyn, Miss., reshipped at Memphis, Tenn. Excessive rate.

13959. *I. J. Morse* v. *Colorado & Southern Ry. Co.* February 4, 1911. Refund of $91.08 on two shipments of apples from Watsonville, Cal., to Colorado Springs, Colo. Excessive rate.

13960. *Mosher & Parker Mercantile Co.* v. *Colorado & Southern Ry. Co.* January 16, 1911. Refund of $19.98 on shipment of potatoes from Tubers, Colo., to Mart, Tex. Excessive rate.

13962. *Pittock & Leadbetter Lumber Co.* v. *Oregon & Washington R. R. Co.* February 1, 1911. Refund of $8.44 on shipment of fir lumber from Vancouver, Wash., to Burley, Idaho. Excessive rate.

13971. *Memphis Shingle Co.* v. *Yazoo & Mississippi Valley R. R. Co.* February 4, 1911. Refund of $23.94 on 1 car of shingles from Sherard, Miss., to Como, Miss. Excessive rate.

13975. *Massillon Iron & Steel Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 23, 1911. Refund of $68.98 on 3 shipments of pipe and iron from Massillon, Ohio, to Persia, Iowa. Excessive rate.

13977. *Armour & Co.* v. *Missouri Pacific Ry. Co.* December 21, 1910. Refund of $239.50 on 12 shipments of salt from Lyons and Kanapolis, Kans., to Sioux City, Iowa. Excessive rate.

13979. *The Becker Franz Co.* v. *Arizona & New Mexico Ry. Co.* March 22, 1911. Refund of $21.16 on shipment of flour from Kinsley, Kans., to Clifton, Ariz. Excessive rate.

13981. *Studebaker Bros. Manufacturing Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 21, 1911. Refund of $25.52 and waive collection of $10.08 on shipment of vehicles from South Bend, Ind., to Minneapolis, Minn. Excessive rate.

13982. *Thos. H. Griffith* v. *St. Louis & San Francisco R. R. Co.* December 23, 1910. Refund of $54 on shipment of evaporated apples from Bentonville, Ark., to Wichita, Kans. Excessive rate.

13983. *Draper & Co.* v. *Southern Ry. Co.* September 7, 1911. Refund of $375.51 on shipments of cotton-mill machinery from Hopedale, Mass., to South Carolina points. Excessive rate.

13984. *Draper & Co.* v. *Charleston & Western Carolina Ry. Co.* February 7, 1911. Refund of $111.16 on shipments of cotton-mill machinery from Hopedale, Mass., to Woodruff and Greenville, S. C. Excessive rate.

13985. *Wattsburg Telephone Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* February 9, 1911. Refund of $10.12 on 1 car of cedar poles from Escanaba, Mich., to Union City, Pa. Excessive rate.

13986. *Ludowici-Celadon Co.* v. *Atlantic Coast Line R. R. Co.* February 18, 1911. Refund of $72.05 on shipment of roofing tile from Ludowici, Ga., to Conway, S. C. Excessive rate.

13988. *Augusta Mattress Manufacturing Co.* v. *Atlantic Coast Line R. R. Co.* January 18, 1911. Refund of $22.96 on 3 shipments of cotton linters from Marion, S. C., to Augusta, Ga. Excessive rate.

13989. *Compton Cotton Oil Mill* v. *Atlantic Coast Line R. R. Co.* March 1, 1911. Refund of $8.39 on shipment of nitrate of soda from Charleston, S. C., to Compton, Ga. Excessive rate.

13990. *L. B. Putnet* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 10, 1911. Refund of $1.73 on shipment of sugar from El Paso, Tex., to Albuquerque, N. Mex. Excessive rate.

13995. *Union Roofing & Manufacturing Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* May 19, 1911. Refund of $108.08 and waive collection of $8.97 on shipment of roofing paper from Vandalia, Ill., to Houston, Tex. Excessive rate.

14004. *C. C. Miller* v. *Santa Fe, Prescott & Phoenix Ry. Co.* January 20, 1911. Refund of $8.93 on 1 car of lumber from Maine, Ariz., to Prescott, Ariz. Excessive rate.

14005. *Canton Lumber Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* January 16, 1911. Refund of $16.54 on 2 cars of lumber from Baltimore, Md., to Taylor, Pa. Excessive rate.

14009. *Northern Casket Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* January 23, 1911. Refund of $1.35 on shipment of iron grave vaults from Springfield, Ohio, to Fond du Lac, Wis. Excessive rate.

14017. *J. Gibson McIlvain & Co.* v. *Central of Georgia Ry. Co.* May 26, 1911. Refund of $24.75 on shipment of lumber from Savannah, Ga., to North Woodbury, N. J. Excessive rate.

14018. *J. R. Booth* v. *Ottawa & New York Ry. Co.* January 30, 1911. Refund of $351.05 on 32 shipments of news-print paper from Ottawa, Ontario, to West Carrollton, Ohio. Excessive rate.

14019. *Riverside Portland Cement Co.* v. *Southern Pacific Co.* March 6, 1911. Refund of $194.37 on 1 car of cement from Bloomington, Cal., to Lordsburg, N. Mex. Excessive rate.

14020. *United States Cast Iron Pipe & Foundry Co.* v. *Illinois Central R. R. Co.* July 27, 1911. Refund of $241.04 and waive collection of $1.11 on 21 cars of cast-iron pipe from Anniston, Ala., to Cheyenne, Wyo. Excessive rate.

14021. *Cudahy Bros. Co.* v. *Chicago & North Western Ry. Co.* December 28, 1910. Refund of $23.02 on shipment of hogs from Boone and Dow City, Iowa, to Cudahy, Wis. Double-deck cars being furnished instead of single deck.

12024. *Leather Grain Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* January 20, 1911. Refund of $35 on three cars of hay from Eram, Okla., to Dallas, Tex. Excessive rate.

14027. *Waters Pierce Oil Co.* v. *Missouri Pacific Ry. Co.* December 23, 1910. Refund of $57.62 on one car of linseed oil from Fredonia, Kans., to Shreveport, La. Excessive rate.

14027. *Hearne Timber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* August 31, 1911. Refund of $52.28 on shipment of crossties from various points to East St. Louis, Ill. Excessive rate.

14030. *C. S. Cullen* v. *Seaboard Air Line Ry.* February 14, 1911. Refund of $25.74 on eight shipments of phosphate rock from Alachua, Fla., to Fernandina, Fla. Excessive minimum carload weight.

14031. *J. F. Nagle* v. *Chicago, Rock Island & Pacific Ry. Co.* February 27, 1911. Refund of $13.34 on shipment of manure spreaders from Stoughton, Wis., to Rock Rapids, Iowa. Excessive rate.

14033. *California Pine Box & Lumber Co.* v. *Denver & Rio Grande R. R. Co.* January 20, 1911. Refund of $75.80 on four cars of box shooks from Truckee, Cal., to Canon City, Colo. Excessive rate.

14036. *Jno. Robinson & Son* v. *Vandalia R. R. Co.* March 16, 1911. Refund of $22.14 and waive collection of $7.38 on one car of bananas from Mobile, Ala., to Brazil, Ind. Excessive rate.

14041. *Updike Grain Co.* v. *Chicago & North Western Ry. Co.* March 16, 1911. Refund of $31.38 on one car of flaxseed from South Omaha, Nebr., to Chicago, Ill. Excessive rate.

14044. *Real & Evans* v. *Chicago, Burlington & Quincy R. R. Co.* June 6, 1011. Refund of $38.15 on two cars of corn from Grafton, Nebr., to St. Francis and Herndon, Kans. Excessive rate.

14045. *Whitall-Tatum Co.* v. *West Jersey & Seashore R. R. Co.* February 2, 1911. Refund of $26.86 on three cars of bottles from Millville, N. J., to Roxbury, Mass., and Hartford, Conn. Excessive rate.

14046. *Whitall-Tatum Co.* v. *West Jersey & Seashore R. R. Co.* December 31, 1910. Refund of $4.38 on five cars of bottles from Millville, N. J., to New Haven, Conn., and Northampton, Mass. Excessive rate.

14047. *Geo. F. Hills Co.* v. *Pennsylvania R. R. Co.* January 26, 1911. Refund of $126.87 on 24 cars of waste paper from New York, N. Y., to Waverly, N. J. Excessive rate.

14048. *Gooch Milling & Elevator Co.* v. *Chicago, Burlington & Quincy R. R. Co.* December 31, 1910. Refund of $2.03 on one car of flour from Bellwood, Nebr., to Chicago, Ill. Excessive rate.

14049. *McLaughlin-Gormley-King Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry Co.* April 1, 1911. Refund of $15.75 on one car of creosote oil from Baltimore, Md., to Minneapolis, Minn. Excessive rate.

14050. *Garden City Sand Co.* v. *Chicago & North Western Ry. Co.* August 9, 1911. Refund of $30.89 on one car of clay from Coal City, Ill., to Milwaukee, Wis. Excessive rate.

14051. *W. F. Grisham* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 10, 1911. Refund of $31.62 and waive collection of $106.72 on two cars of horses from Lamy, N. Mex., to Trinidad, Colo. Excessive rate.

14054. *General Chemical Co.* v. *Vandalia R. R. Co.* February 17, 1911. Refund of $505.98 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14057. *Pacific Fruit & Produce Co.* v. *Oregon & Washington R. R. Co.* January 3, 1911. Refund of $6.17 on one car of onions from Beaverton, Oreg., to Tacoma, Wash. Excessive rate.

14058. *Sage & Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $3.93 on one car of coal from Glen, Ind., to Smiths Mill, Minn. Excessive rate.

14059. *Worth-Huskey Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $4.15 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14060. *Worth-Huskey Coal Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $3.84 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14061. *H. W. Finch & Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $3.34 on shipment of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14063. *Ernest Gugenheim* v. *Chicago, Burlington & Quincy R. R. Co.* February 11, 1911. Refund of $35.42 on shipment of household goods from Lincoln, Nebr., to Thermopolis, Wyo. Excessive rate.

14064. *C. W. Hull Co.* v. *Union Pacific R. R. Co.* January 18, 1911. Refund of $2.50 on one car of lime from Woolridge, Mo., to Gibbon, Nebr. Excessive rate.

14067. *J. M. Radford Grocery Co.* v. *Fort Worth & Denver City Ry. Co.* February 25, 1911. Waive collection of $113.54 on shipment of sugar and molasses from Shreveport, La., to Lubbock, Tex. Excessive rate.

14068. *United States Leather Co.* v. *Chicago & Alton R. R. Co.* January 18, 1911. Refund of $11.51 on shipment of loose leather from Chicago, Ill., to St. Louis, Mo. Excessive rate.

14070. *Gross, Kelly & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $31.92 on shipment of pepper from Anaheim, Cal., to Las Vegas, N. Mex. Excessive rate.

14071. *H. J. Heinz Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* December 31, 1910. Refund of $82.75 on shipment of vinegar from Holley, Mich., to Albuquerque, N. Mex. Excessive rate.

14073. *Anderson Clayton & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 22, 1911. Refund of $5.24 on shipments of cotton from Kingfisher and Texola, Tex., to Galveston, Tex., for export, concentrated at El Reno, Okla. Excessive rate.

14077. *Dewey Bros. Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* May 9, 1911. Refund of $16 on shipment of brewer's dried grain from Louisville, Ky., to Geneva, Ohio. Excessive rate.

14082. *J. C. West & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $21 on one car of corn from Heyworth, Ill., to Memphis, Tenn., for reshipment. Excessive rate.

14084. *Crown Oil & Wax Co.* v. *Baltimore Steam Packet Co.* March 28, 1911. Refund of $14.84 on shipments of oil from Baltimore, Md., to Oriental and Halls Harbor, N. C. Excessive rate.

14085. *Virginia-Carolina Chemical Co.* v. *Atlantic Coast Line R. R. Co.* February 23, 1911. Refund of $6.80 on shipment of fertilizer from Charleston, S. C., to Marshfield, N. C. Excessive minimum.

14090. *Jno. Gund Brewing Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 17, 1911. Refund of $48.89 on four cars of beer from La Crosse, Wis., to Lemmon, S. Dak. Excessive rate.

14091. *D. Miller & Son* v. *Colorado & Southern Ry. Co.* February 7, 1911. Refund of $45.51 on one car of apples from Watsonville, Cal., to Wheatland, Wyo. Excessive rate.

14092. *Clark & Henry Construction Co.* v. *Southern Pacific Co.* January 28, 1911. Refund of $425.57 on two cars of lime dust from Tolenas, Cal., to Medford, Oreg. Excessive rate.

14096. *Du Pont Powder Co.* v. *Denver & Rio Grande R. R. Co.* January 30, 1911. Refund of $137.50 on one car of whiting from Westville, N. J., to Louviers, Colo. Excessive rate.

14103. *Cowden & Co.* v. *Pennsylvania R. R. Co.* February 2, 1911. Refund of $15.90 on shipment of clay from Ernston, N. J., to Harrisburg, Pa. Excessive rate.

14105. *United Verde Copper Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 8, 1911. Refund of $827.03 on 38 shipments of stulls from Bellemont, Ariz., to Jerome, Ariz. Excessive rate.

14106. *H. G. Van Orsdel & Co.* v. *Louisville & Nashville R. R. Co.* March 4, 1911. Refund of $53.60 and waive collection of $256.06 on two shipments of ties from Dortha, Ky., to Cincinnati, Ohio. Excessive rate.

14107. *E. R. Spotswood & Son* v. *Louisville & Atlantic R. R. Co.* March 24, 1911. Refund of $39.27 on shipment of ties from Cary, Ky., to Cincinnati, Ohio. Excessive rate.

14108. *J. R. Davis* v. *Atlantic Coast Line R. R. Co.* April 8, 1911. Refund of $40 on shipment of cabbage from Bartow, Fla., to Ashville, N. C. Excessive rate.

14109. *Griswold Seed Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 1, 1911. Refund of $30 on two shipments of potatoes from Comstock, Minn., to Lincoln, Nebr. Excessive rate.

14110. *American Fertilizer Co.* v. *Atlantic Coast Line R. R. Co.* February 24, 1911. Refund of $29.47 on six shipments of fertilizer from Charleston, S. C., to various North Carolina points. Excessive rate.

14111. *American Steel Foundries* v. *Pennsylvania Co.* February 21, 1911. Refund of $114.19 on four cars of iron ore from Sharon, Pa., to Alliance, Ohio. Excessive rate.

14112. *Iola Portland Cement Co.* v. *Southern Pacific Co.* February 2, 1911. Refund of $37.05 on one car of cement from Iola, Kans., to Tucson, Ariz. Excessive rate.

14113. *Wisconsin Foundry & Steel Works* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* January 18, 1911. Refund of $52.41 on one car of sheet iron from Follansbee, W. Va., to Cedar Grove, Wis. Excessive rate.

14115. *M. Erlich* v. *Wells Fargo & Co.* January 30, 1911. Refund of $11.25 on one car of fish from Dakota, Minn., to Chicago, Ill. Excessive rate.

14116. *Empire Rice Milling Co. (Ltd.)* v. *Illinois Central R. R. Co.* February 11, 1911. Refund of $40 on one car of rice bran from New Orleans, La., to Columbus, Miss. Excessive rate.

14117. *La Crosse Hay Tool Co.* v. *Wabash R. R. Co.* July 31, 1911. Refund of $33.93 on one car of agricultural implements from Ottumwa, Iowa, to Bloomington, Ill. Excessive rate.

14122. *G. E. Patteson & Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $31.50 on one car of corn from Council Bluffs, Iowa, to Memphis, Tenn., for reshipment. Excessive rate.

14126. *Illinois Box Board Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $94.45 on 12 cars of coal from Macksville, Ind., to Pekin, Ill. Excessive rate.

14127. *Whitman & Barnes Manufacturing Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $6.16 on one car of coal from Brazil, Ind., to West Pullman, Ill. Excessive rate.

14128. *Andrew R. Hodge* v. *American Express Co.* March 4, 1911. Refund of $100.05 on shipment of three live bison from Newport, N. H., to Ravalli, Mont. Excessive rate.

14129. *Crex Carpet Co.* v. *Pennsylvania Co.* June 19, 1911. Refund of $28.10 and waive collection of $37.06 on three cars of grass twine refuse from St. Paul, Minn., to Swissvale, Pa. Excessive rate.

14130. *Crex Carpet Co.* v. *Pennsylvania Co.* August 9, 1911. Refund of $28.22 on shipment of grass twine refuse from St. Paul, Minn., to Jeannette, Pa. Excessive rate.

14131. *Crex Carpet Co.* v. *Pennsylvania Co.* March 29, 1911. Waive collection of $57.62 on four shipments of grass twine refuse from St. Paul, Minn., to Swissvale and Jeannette, Pa. Excessive rate.

14132. *Associated Salt Co.* v. *Southern Pacific Co.* May 31, 1911. Refund of $7.52 and waive collection of $5.59 on shipment of bags from Kansas City, Mo., to Withee, Utah. Excessive rate.

14139. *E. L. Stanley & Co.* v. *Ocean S. S. Co. of Savannah.* April 17, 1911. Refund of $29.19 on shipment of potatoes from Presque Isle, Me., to Columbus, Ga. Excessive rate.

14142. *Bloomington Bedford Stone Co.* v. *Indianapolis Southern R. R. Co.* January 18, 1911. Refund of $22.37 on two shipments of stone from Bloomington, Ind., to Detroit, Mich. Excessive rate.

14144. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* July 31, 1911. Refund of $24.53 on 13 cars of coal from South Linton, Ind., to Blue Island, Ill. Excessive rate.

14145. *Wheeler Lumber & Bridge Supply Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 29, 1911. Refund of $4.32 on shipment of piling from East St. Louis, Ill., to Chariton, Iowa. Excessive rate.

14146. *The Kentucky Tobacco Product Co.* v. *Seaboard Air Line Ry.* April 12, 1911. Refund of $151.72 on three shipments of tobacco stems for fertilizer from Richmond, Va., to Charlotte and Durham, N. C. Excessive rate.

14151. *James H. Nolan Sons* v. *Oregon Short Line R. R. Co.* August 24, 1911. Refund of $409.20 on shipment of stone from Bloomington, Ind., to Twin Falls, Idaho. Excessive rate.

14152. *Standard Rice Milling Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* March 14, 1911. Waive collection of $4,377.29 on shipments of rice from Houston, Tex., to Galveston, Tex. Excessive rate.

14153. *B. H. Pollack Lumber Co.* v. *Alabama & Vicksburg Ry. Co.* February 3, 1911. Refund of $1.70 on shipment of lumber from Pelahatchie, Miss., to Jerseyville, Ill. Excessive rate.

14154. *Security Flour Mills Co.* v. *Union Pacific R. R. Co.* February 11, 1911. Refund of $16.75 on one car of grain products from Simpson, Kans., to Jamesport, Mo., milled at Abilene, Kans. Excessive rate.

14156. *Thames Brabston & Co.* v. *Louisville & Nashville R. R. Co.* February 9, 1911. Refund of $40 on shipment of lumber from Noma, Fla., to Pratt City, Ala. Excessive rate.

14157. *W. P. Fuller & Co.* v. *Southern Pacific Co.* February 11, 1911. Refund of $70.84 on one car of doors and sash from Sacramento, Cal., to Alturas, Cal. Excessive rate.

14158. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 18, 1911. Refund of $6.84 on shipment of wire fence from De Kalb, Ill., to Hutchinson, Kans. Excessive rate.

14160. *Baldwin & Cargill* v. *Galveston, Harrisburg & San Antonio Ry. Co.* January 16, 1911. Refund of $90.70 on two cars of apples from Watsonville, Cal., to Houston, Tex. Excessive rate.

14161. *Lindsay & Co.* v. *Southern Pacific Co.* March 2, 1911. Refund of $10.80 on one car of tomatoes from Penryn, Cal., to Helena, Mont. Excessive rate.

14164. *Graham Paper Co.* v. *St. Louis Southwestern Ry. Co.* January 30, 1911. Refund of $88.05 on shipment of roofing and building paper from St. Louis, Mo., to Houston, Tex. Excessive rate.

14165. *Colorado Fuel & Iron Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 24, 1911. Refund of $1,499.35 on seven shipments of steel bars from Minnequa, Colo., to Phoenix, Ariz. Excessive rate.

14166. *Bernet, Craft & Kauffman Milling Co.* v. *Southern Ry. Co.* April 17, 1911. Refund of $10 on shipment of feed from Mount Carmel, Ill., to Angola, N. Y. Excessive rate.

14168. *MacDonald & Sons* v. *Southern Pacific Co.* January 16, 1911. Refund of $45.26 on one car of apples from Watsonville, Cal., to Austin, Tex. Excessive rate.

14169. *H. R. Whiteside* v. *Louisville & Nashville R. R. Co.* March 13, 1911. Refund of $471.57 on 17 shipments of potatoes and onions from St. Mathews, Ky., to New Orleans, La., and Pensacola, Fla. Excessive rate.

14170. *Powers Mercantile Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* January 18, 1911. Refund of $1.12 on shipment of desks and bookcases from Indianapolis, Ind., to Minneapolis, Minn. Excessive rate.

14171. *Buettell Bros. Co.* v. *Illinois Central R. R. Co.* February 27, 1911. Refund of $12.26 and waive collection of $79.95 on one car of fireworks from St. Louis, Mo., to Dubuque, Iowa. Excessive rate.

14173. *Foster-Caldarera & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 18, 1911. Refund of $59.64 on shipment of sugar from New Orleans, La., to Magazine, Ark. Excessive rate.

14174. *Bott Bros. Manufacturing Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 26, 1911. Refund of $127.68 on 12 shipments of staves from Harrisburg, Ark., to Alexandria, Mo. Excessive rate.

14178. *C. W. Benton* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 14, 1911. Waive collection of $133.63 on shipment of fuel wood from Gleed, Ariz., to Venice, Cal. Excessive rate.

14182. *Virginia-Carolina Chemical Co.* v. *Louisville & Nashville R. R. Co.* February 25, 1911. Refund of $54.75 on four cars of fertilizer from Memphis, Tenn., to Glendeane, Ky. Excessive rate.

14183. *Ben Arsht* v. *Litchfield & Madison Ry. Co.* June 24, 1911. Refund of $12 on one car of scrap iron from Edwardsville, Ill., to Terre Haute, Ind. Excessive rate.

14184. *Reno Mercantile Co.* v. *Southern Pacific Co.* March 25, 1911. Refund of $10.32 on one car of mower-harvesters from Chicago, Ill., to Reno, Nev. Excessive rate.

14185. *San Monte Fruit Co.* v. *Southern Pacific Co.* January 16, 1911. Refund of $133.25 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14186. *San Monte Fruit Co.* v. *Southern Pacific Co.* January 16, 1911. Refund of $529.05 on shipments of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14187. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 1, 1911. Refund of $9 on shipment of fencing from Waukegan, Ill., to Newton, Kans. Excessive rate.

14188. *Barnett & O'Neil* v. *International & Great Northern R. R. Co.* May 16, 1911. Waive collection of $82.08 on shipment of baled shucks from Lafayette, La., to Georgetown, Tex. Excessive rate.

14189. *Sun Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* February 7, 1911. Refund of $35.51 on three cars of fuel oil from Marcus Hook, Pa., to Newark and Berkley Heights, N. J. Excessive rate.

14190. *C. S. Merrill* v. *Lehigh Valley R. R. Co.* February 23, 1911. Refund of $9.19 on two cars of wood from Newark Valley, N. Y., to Sayre, Pa. Excessive rate.

14191. *Miami Copper Co.* v. *Arizona Eastern R. R. Co.* October 26, 1911. Refund of $2,389.18 on shipment of wooden water pipe from Alexandria, La., to Globe, Ariz. Excessive rate.

14192. *Mat Cox & Sons* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* February 11, 1911. Refund of $42.88 on three shipments of lumber from Meeker, La., to Houston, Tex. Excessive rate.

14193. *American Brake Shoe & Foundry Co.* v. *Southern Ry. Co.* February 1, 1911. Refund of $1.08 on shipment of brake shoes from Chattanooga, Tenn., to New Orleans, La. Excessive rate.

14196. *Beecher Mining Co.* v. *Baltimore & Ohio R. R. Co.* August 16, 1911. Refund of $45.22 on shipment of oil-well supplies from Belmont, W. Va., to Watova, Okla. Excessive rate.

14197. *International Harvester Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* February 13, 1911. Refund of $7.56 on shipment of implements from Chicago, Ill., to Charter Oak, Iowa. Excessive rate.

14198. *Nevada-California Powder Co.* v. *Southern Pacific Co.* February 9, 1911. Refund of $248.59 on shipment of dynamite from Hercules, Cal., to Laws, Cal. Excessive rate.

14200. *United States Cast Iron Pipe & Foundry Co.* v. *Illinois Central R. R. Co.* June 24, 1911. Refund of $8.35 on shipment of cast-iron pipe from Chattanooga, Tenn., to Cheyenne, Wyo. Excessive rate.

14201. *Amalgamated Roofing Co.* v. *Mobile & Ohio R. R. Co.* February 18, 1911. Refund of $15.36 on shipment of roofing felt from Chicago, Ill., to Birmingham, Ala. Excessive rate.

14202. *J. Ivancovitch & Co.* v. *Southern Pacific Co.* January 16, 1911. Refund of $129.13 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14203. *P. Battinich & Co.* v. *Southern Pacific Co.* January 16, 1911. Refund of $133.92 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14204. *Ostoji & Matulich* v. *Southern Pacific Co.* January 16, 1911. Refund of $121.29 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14205. *National Fire Proofing Co.* v. *Central R. R. Co. of New Jersey.* February 7, 1911. Refund of $61.42 on shipment of brick from Lorillard, N. J., to Newbridge, Del. Excessive rate.

14209. *International Salt Co. of New York* v. *Lehigh Valley R. R. Co.* February 20, 1911. Refund of $24.24 on shipment of salt from Ludlowville, N. Y., to Salamanca, N. Y. Excessive rate.

14210. *Illinois Steel Co.* v. *Elgin, Joliet & Eastern Ry. Co.* January 19, 1911. Refund of $16.37 on two shipments of rails from South Chicago, Ill., to Hartsdale, Ind. Excessive rate.

14211. *Baltimore, Chesapeake & Atlantic Ry. Co.* v. *Northern Central Ry. Co.* February 15, 1911. Refund of $1,000.38 on 22 shipments of rails from Sparrows Point, Md., to Ocean City, Md. Excessive rate.

14212. *Gainesville Brick Co.* v. *Gulf, Colorado & Santa Fe Ry. Co.* April 12, 1911. Refund of $14.99 on shipment of brick from Gainesville, Tex., to Davis, Okla. Excessive rate.

14213. *Gainesville Brick Co.* v. *Gulf, Colorado & Santa Fe Ry. Co.* April 17, 1911. Refund of $309.81 on 12 shipments of brick from Gainesville, Tex., to Marietta, Okla. Excessive rate.

14214. *L. J. Cohen Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 14, 1911. Refund of $334.61 on shipment of rails from Kansas City, Mo., to Garden City, Kans. Excessive rate.

14215. *N. M. Chaffin* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 24, 1911. Refund of $47.04 on shipment of horses from La Junta, Colo., to Las Vegas, N. Mex. Excessive rate.

14216. *United Sand & Material Co.* v. *Union Pacific R. R. Co.* March 8, 1911. Refund of $5.70 on one car of cement from Sugar Creek, Mo., to Solomon, Kans. Excessive rate.

14217. *Jacob Berner* v. *Union Pacific R. R. Co.* February 7, 1911. Refund of $17 on one car of lumber, sash, etc., from Denver, Colo., to Laramie, Wyo. Excessive rate.

14219. *Bradford-Kennedy Co.* v. *Union Pacific R. R. Co.* February 4, 1911. Refund of $4.69 on one car of lumber from Colville, Wash., to Deer Trail, Colo. Excessive rate.

14220. *J. C. Hubinger Bros. Co.* v. *Chicago, Rock Island & Pacific Ry Co.* May 9, 1911. Refund of $41.65 on two shipments of glucose from Keokuk, Iowa, to Sioux Falls, S. Dak. Excessive rate.

14223. *French Oyster Co.* v. *Southern Express Co.* May 25, 1911. Refund of $12.40 on two shipments of fish in barrels from Aberdeen, Fla., to Pass Christian, Miss. Excessive rate.

14224. *South Texas Grain Co.* v. *Houston & Texas Central R. R. Co.* May 26, 1911. Refund of $46.36 on shipment of oats from Fairland, Okla., to Houston, Tex. Excessive rate.

14225. *Sol Fried Co.* v. *Alabama & Vicksburg Ry. Co.* March 8, 1911. Waive collection of $176.28 on shipment of sugar from Bayou Goula, La., to Vicksburg, Miss. Excessive rate.

14226. *Tennessee Coal, Iron & R. R. Co.* v. *St. Louis & San Francisco R. R. Co.* September 20, 1911. Refund of $79.17 on shipment of steel from Bessemer, Ala., to Salt Lake City, Utah. Excessive rate.

14230. *E. Eppstein & Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 1, 1911. Refund of $3.19 on shipment of gin from Omaha, Nebr., to Dallas, Tex. Excessive rate.

14233. *Sterling Manufacturing Co.* v. *Illinois Central R. R. Co.* May 27, 1911. Refund of $11.96 and waive collection of $6.38 on shipment of implements from Rock Falls, Ill., to Sheldon, Iowa. Excessive rate.

14236. *The Coca-Cola Co.* v. *Houston & Texas Central Ry. Co.* August 24, 1911. Refund of $220.15 on shipment of sugar color from Cincinnati, Ohio, to Dallas, Tex. Excessive rate.

14242. *J. K. Mullen* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 8, 1911. Refund of $29.48 on shipment of cottonseed cake from Monticello, Ark., to Crook, Colo. Excessive rate.

14243. *R. M. Wade & Co.* v. *Oregon R. R. & Navigation Co.* February 4, 1911. Refund of $262.81 on shipment of implements from Grenloch, N. J., to East Portland, Oreg. Excessive rate.

14244. *J. A. Huddleston* v. *Southern Express Co.* March 17, 1911. Refund of $3.30 on shipment of oranges from Jacksonville, Fla., to Tallapoosa, Ga. Excessive rate.

14245. *E. H. Allan* v. *Colorado & Southern Ry. Co.* March 2, 1911. Refund of $118.49 on five shipments of hay from Rogers and North Bend, Nebr., to Berthoud, Colo. Excessive rate.

14247. *S. Myers Produce Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* January 16, 1911. Refund of $49.26 on shipment of apples from Watsonville, Cal., to Houston, Tex. Excessive rate.

14248. *Dissen & Schneider* v. *Galveston, Harrisburg & San Antonio Ry. Co.* January 16, 1911. Refund of $96.59 on two shipments of apples from Aramos and Watsonville, Cal., to Houston, Tex. Excessive rate.

14250. *Pacific Fruit & Produce Co.* v. *Northern Pacific Ry. Co.* January 18, 1911. Refund of $92.02 on four shipments of cabbage from Smeltzer and Whittier, Cal., to Tacoma, Wash. Excessive rate.

14251. *W. P. Brown & Co.* v. *Illinois Central R. R. Co.* January 28, 1911. Refund of $131.16 on shipments of grain from various points to Memphis, Tenn. Excessive rate.

14252. *John Wade & Sons* v. *Illinois Central R. R. Co.* February 9, 1911. Refund of $1,952.04 on 95 shipments of corn and oats from various points to Memphis, Tenn., for reshipment. Excessive rate.

14253. *Bergman Produce Co.* v. *Southern Pacific Co.* March 11, 1911. Refund of $145.05 on three shipments of apples from Watsonville and Sebastopol, Cal., to Fort Worth, Tex. Excessive rate.

14254. *Jas. Sheehy* v. *Southern Pacific Co.* February 20, 1911. Refund of $251.74 on two cars of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14255. *Nitrate Agencies Co.* v. *New Orleans & Northeastern R. R. Co.* February 11, 1911. Refund of $190.12 on two shipments of nitrate of soda from Port Chalmette, La., to Houston, Tex. Excessive rate.

14260. *Memphis Furniture Co.* v. *Louisville & Nashville R. R. Co.* February 24, 1911. Refund of $10.80 on shipment of furniture from Henderson, Ky., to Memphis, Tenn. Excessive rate.

14261. *Gladding McBean & Co.* v. *Southern Pacific Co.* January 18, 1911. Refund of $226.65 on shipment of sewer pipe from Lincoln, Colo., to Klamath Falls, Oreg. Excessive rate.

14263. *Hazard, Mudge & Co.* v. *New York Central Lines.* March 2, 1911. Refund of $6.65 on one car of scrap iron from Syracuse, N. Y., to Steubenville, Ohio. Excessive rate.

14264. *Sheridan Lumber Co.* v. *Chicago, Burlington & Quincy R. R. Co.* February 27, 1911. Refund of $284.16 on shipment of fir doors from Chehalis, Wash., to Sheridan, Wyo. Excessive rate.

14265. *Milburn Wagon Co.* v. *Lake Shore & Michigan Southern Ry. Co.* January 19, 1911. Refund of $103 on shipment of farm wagons from Wagon Works, Ohio, to Memphis, Tenn. Excessive rate.

14266. *Redman Magee & Co.* v. *Illinois Central R. R. Co.* March 30, 1911. Refund of $16 and waive collection of $16 on one car of oats from Fremont, Nebr., to Vicksburg, Miss. Transit allowances at Cairo, Ill.

14268. *J. H. Turner* v. *St. Louis & San Francisco R. R. Co.* January 18, 1911. Refund of $48 on four cars of wall plaster from Cement, Okla., to Wichita, Kans. Excessive rate.

14269. *Waters Pierce Oil Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 4, 1911. Refund of $147.42 on shipment of refined oil from Neodesha, Kans., to Junction City, Ark. Excessive rate.

14270. *Fruit Growers Express* v. *Philadelphia, Baltimore & Washington R. R. Co.* February 7, 1911. Refund of $336.61 on seven cars of ice from Alexandria, Va., to Salisbury, Md. Excessive rate.

14273. *Vacuum Oil Co.* v. *Pennsylvania R. R. Co.* January 20, 1911. Refund of $4.01 on one car of tanner's oil from Rochester, N. Y., to Ridgeway, Pa. Excessive rate.

14274. *J. H. Carey* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 17, 1911. Refund of $21.71 on one car of automobiles from Indianapolis, Ind., to San Angelo, Tex. Excessive minimum.

14275. *O. F. Haley & Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* February 4, 1911. Refund of $38.15 and waive collection of $22.12 on one car of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

14280. *H. W. Bayliss & Co.* v. *St. Louis & San Francisco R. R. Co.* November 8, 1911. Refund of $40.30 on one car of cotton from Walnut Ridge, Ark., to Omaha, Nebr. Excessive rate.

14281. *Smith & Fox* v. *Erie R. R. Co.* January 18, 1911. Refund of $6 on shipment of istle from New York, N. Y., to St. Paul, Minn. Excessive rate.

14283. *Fairbanks, Morse & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* November 15, 1911. Refund of $26.46 on shipment of dry batteries from Cleveland, Ohio, to Beloit, Wis. Excessive rate.

14286. *Hazlehurst Lumber Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $129.32 on one car of lumber from Keiths, Miss., to New Orleans, La. Excessive rate.

14287. *Wichita Wholesale Grocery Co.* v. *St. Louis & San Francisco R. R. Co.* March 28, 1911. Refund of $51 on shipment of evaporated apples from Fayetteville, Ark., to Wichita, Kans. Excessive rate.

14288. *Lee Broom & Duster Co.* v. *Chicago, Burlington & Quincy R. R. Co.* January 14, 1911. Refund of $2.15 on shipment of brooms from Lincoln, Nebr., to Bellingham, Wash. Excessive rate.

14289. *P. H. Glatfelter Co.* v. *Baltimore & Ohio R. R. Co.* January 19, 1911. Refund of $19.03 on shipment of pulp wood from Knoxville, Md., to Spring Grove, Pa. Excessive rate.

14291. *Virginia-Carolina Chemical Co.* v. *Atlantic Coast Line R. R. Co.* February 21, 1911. Refund of $53.83 on shipments of fertilizer at Wilmington, N. C., covering charges for wharfage, handling, and sacking.

14293. *L. J. Taussig* v. *St. Louis Southwestern Ry. Co.* February 1, 1911. Refund of $3 on three shipments of lumber from Brighton and Thornton, Ark., to St. Louis, Mo. Excessive reconsignment charges.

14294. *International Harvester Co.* v. *Lehigh Valley R. R. Co.* May 1, 1911. Refund of $10.80 on shipment of implements from Newark Valley, N. Y., to Edlam, Ohio. Excessive rate.

14295. *J. L. Gibson* v. *Boston & Maine R. R.* February 3, 1911. Refund of $10.80 on one car of hay from Beecher Falls, Vt., to Madison, N. H. Excessive rate.

14296. *Memphis Coffin Co.* v. *St. Louis Southwestern Ry. Co.* March 4, 1911. Refund of $41.34 on shipment of coffins from Memphis, Tenn., to Dallas, Tex. Excessive rate.

14297. *The Humboldt Brick Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 4, 1911. Refund of $32.38 on four cars of brick from Cherryvale, Kans., to Tecumseh, Okla. Excessive rate.

14300. *Postum Cereal Co.* v. *Michigan Central R. R. Co.* February 9, 1911. Refund of $15.75 on shipment of Grape Nuts from Battle Creek, Mich., to Davenport, Iowa. Excessive rate.

14301. *Continental Can Co.* v. *Chicago & Eastern Illinois R. R. Co.* May 17, 1911. Refund of $131.13 on three shipments of empty tin cans from Chicago, Ill., to Morgan City, La. Excessive rate.

14302. *MacDonald & Sons* v. *Southern Pacific Co.* May 6, 1911. Refund of $400.25 on three cars of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14303. *Jas. Sheehy* v. *Southern Pacific Co.* January 16, 1911. Refund of $400.69 on three cars of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14304. *J. Simunovich* v. *Southern Pacific Co.* February 1, 1911. Refund of $125.58 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14305. *Casey-Swasey Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* February 18, 1911. Refund of $12.02 on one car of whisky from Calvary, Ky., to Fort Worth, Tex. Excessive rate.

14306. *Gay Oil Co.* v. *Arkansas Central R. R. Co.* July 22, 1911. Refund of $37 52 on one car of oil from Niotaze, Kans., to Paris, Ark. Excessive rate.

14307. *Arizona Copper Co.* v. *Arizona & New Mexico Ry. Co.* February 21, 1911. Refund of $53.53 on eight shipments of coal from Waldo and Las Cerrillos, N. Mex., to Clifton, Ariz. Excessive rate.

14309. *C. A. Ritchey* v. *Cumberland Valley R. R. Co.* January 18, 1911. Refund of $98.12 on three shipments of sand from East Fayetteville, Pa., to Hagerstown, Md. Excessive rate.

14311. *Ball Bros. Glass Manufacturing Co.* v. *Kansas City Southern Ry. Co.* March 17, 1911. Refund of $37.25 on one car of fruit jars from Coffeyville, Kans., to Mena, Ark. Excessive rate.

14312. *Osborne Sheep Co.* v. *Colorado Midland Ry. Co.* February 7, 1911. Refund of $336.60 on 17 cars of sheep from Shaniko and Arlington, Oreg., to Denver, Colo., fed in transit at Sellar, Colo. Excessive rate.

14314. *Pekin Stave & Manufacturing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 3, 1911. Refund of $17.52 and waive collection of $8.76 on shipment of barrels from Pekin, Ill., to Marquette, Mich. Excessive rate.

14316. *Ozark Cooperage & Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 4, 1911. Refund of $131.71 on shipments of staves from Greenfield, Ark., to Adeline, La. Excessive rate.

14318. *Byers Bros. & Co.* v. *Pecos & Northern Texas Ry. Co.* April 5, 1911. Refund of $43.81 on two shipments of cattle from Tahoka, Tex., to Kansas City, Mo. Excessive rate.

14319. *The Willard Sons & Bell Co.* v. *Vandalia R. R. Co.* February 7, 1911. Refund of $20.72 on six cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14326. *Dawson Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 7, 1911. Refund of $72 on six shipments of grapes from Lawton, Mich., to Oklahoma City, Okla. Excessive rate.

14328. *Deshler Broom Factory* v. *Chicago, Rock Island & Pacific Ry. Co.* March 8, 1911. Refund of $15 on two cars of brooms from Deshler, Nebr., to Seattle, Wash. Excessive rate.

14329. *Galena-Signal Oil Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 4, 1911. Refund of $33 on one car of lubricating oil from Franklin, Pa., to Nashville, Tenn. Excessive rate.

14331. *Bearman Fruit Co.* v. *Chicago & North Western Ry. Co.* July 14, 1911. Waive collection of $327.40 on one car of peaches from Loomis, Cal., to New Ulm, Minn. Excessive rate.

14332. *Acme Cement Plaster Co.* v. *Louisville & Nashville R. R. Co.* March 10, 1911. Refund of $108 on six cars of plaster from Acme, Tex., and Grand Rapids, Mich., to Hopkinsville, Ky. Excessive rate.

14333. *Denver Commission & Grain Co.* v. *Union Pacific R. R. Co.* March 2, 1911. Refund of $5.80 on one car of hay from East Lake, Colo., to Hillsboro, Tex. Excessive rate.

14334. *Washington Mill Co.* v. *Great Northern Ry. Co.* May 27, 1911. Refund of $17.31 on one car of doors and lumber from Spokane Wash., to Cut Bank, Mont. Excessive rate.

14336. *A. P. Murray* v. *St. Joseph & Grand Island Ry. Co.* January 25, 1911. Refund of $1.85 on shipment of hogs from Hastings, Nebr., to St. Joseph, Mo. Larger car being furnished than ordered.

14337. *W. H. Morris* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 4, 1911. Refund of $222.10 on shipment of lumber from Maine, Ariz., to Gallup, N. Mex. Excessive rate.

14338. *Bellgrade Lumber Co.* v. *Yazoo & Mississippi Valley R. R. Co.* February 21, 1911. Refund of $58.68 on shipment of sand from Memphis, Tenn., to Bellgrade, Miss. Excessive rate.

14340. *T. D. Turner & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 7, 1911. Refund of $12 on shipments of grapes from Lawton, Mich., to Oklahoma City, Okla. Excessive rate.

14341. *Washburn-Crosby Co.* v. *Great Northern Ry. Co.* March 28, 1911. Refund of $56.63 on one car of cereals from Minneapolis, Minn., to Culbertson, Mont. Excessive rate.

14342. *H. W. Johns-Manville Co.* v. *Boston & Maine R. R.* February 27, 1911. Refund of $196 on four cars of asbestos from Sherbrooke, Quebec, to Bush Docks, Brooklyn, N. Y. Excessive rate.

14343. *Cambria Steel Co.* v. *Baltimore & Ohio R. R. Co.* February 13, 1911. Refund of $63.30 on 15 cars of rails from Johnstown, Pa., to Wayne Junction, Pa., and Camden, N. J. Excessive rate.

14345. *J. C. Famechon & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 28, 1911. Refund of $13.20 on shipment of onions from La Otto, Ind., to McAlester, Okla. Excessive rate.

14346. *National Biscuit Co.* v. *Baltimore & Ohio R. R. Co.* March 2, 1911. Refund of $5.40 on shipment of wagons from Baltimore, Md., to Pittsburgh, Pa. Larger car being furnished than ordered.

14347. *Cedartown Cotton & Export Co.* v. *Atlantic Coast Line R. R. Co.* February 27, 1911. Refund of $36.52 on one car of paper cones from Hartsville, S. C., to Cedartown, Ga. Excessive rate.

14348. *Great Western Cereal Co.* v. *Baltimore & Ohio R. R. Co.* February 18, 1911. Refund of $12.40 on three cars of live stock and feed from East Akron, Ohio, to Erie, Pa. Excessive rate.

14349. *Pennsylvania Fireproofing Co.* v. *Pittsburg, Shawmut & Northern R. R. Co.* January 25, 1911. Refund of $63.37 on five cars of brick from Kaulmont, Pa., to Washington, D. C. Excessive rate.

14352. *Greensburg Limestone Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* April 12, 1911. Refund of $491.43 on 26 cars of dressed stone from Greensburg, Ind., to Louisville, Ky. Excessive rate.

14353. *C. C. Warren* v. *Illinois Central R. R. Co.* January 18, 1911. Refund of $29.28 on one car of lumber from Laurel, Miss., to Clinton, Ky. Excessive rate.

14356. *Sunderland Bros. Co.* v. *Chicago, Burlington & Quincy R. R. Co.* February 18, 1911. Refund of $3.18 on one car of coal from Mineral, Kans., to Preston, Nebr. Excessive rate.

14359. *South Chester Tube Co.* v. *Philadelphia & Reading Ry. Co.* February 9, 1911. Refund of $30.60 on one car of broken crockery from Trenton, N. J., to Chester, Pa. Excessive rate.

14367. *Mutual Mining Co.* v. *Baltimore & Ohio Southwestern R. R. Co.* April 17, 1911. Refund of $39 on one car of coal from Loogootee, Ind., to St. Louis, Mo. Excessive rate.

14368. *Western States Portland Cement Co.* v. *Missouri Pacific Ry. Co.* March 10, 1911. Refund of $236.74 on shipments of cement from Independence, Kans., to Salem, Mo., Neodesha, Kans., and Oklahoma City, Okla. Excessive rate.

14372. *Pittsburg Steel Co.* v. *Chesapeake & Ohio Ry. Co.* January 20, 1911. Refund of $11.76 on two cars of reel shooks from Ronceverte, W. Va., to Monessen, Pa. Excessive rate.

14373. *Arizona Orange Association* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 23, 1911. Refund of $27.82 and waive collection of $96.60 on one car of oranges from Phoenix, Ariz., to Utica, N. Y. Excessive rate.

14374. *I. H. Kent Co. and J. W. Freeman Co.* v. *Southern Pacific Co.* March 28, 1911. Refund of $73.27 and $15.92 on three shipments of jute bags from San Francisco, Cal., to Fallon, Nev. Excessive rate.

14376. *Cadillac Motor Car Co.* v. *St. Louis & San Francisco R. R. Co.* April 7, 1911. Refund of $49.01 on one car of automobiles from Detroit, Mich., to Houston, Tex. Excessive minimum weight.

14377. *W. L. Robbins* v. *Southern Ry. Co.* April 17, 1911. Refund of $32.90 on one car of bones from Concord, N. C., to Lynchburg, Va. Excessive rate.

14378. *Charleston, S. C., Mining & Manufacturing Co.* v. *Louisville & Nashville R. R. Co.* February 1, 1911. Refund of $39.59 on shipment of coal from Yolande, Ala., to Gordonsburg, Tenn. Excessive rate.

14379. *American Carbolite Sales Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* January 16, 1911. Refund of $12.64 on shipment of calcium carbide from Duluth, Minn., to Evansville, Ind. Excessive rate.

14380. *Western Stoneware Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 21, 1911. Refund of $88.80 on shipment of stoneware from Clinton, Mo., to Houston, Tex. Excessive rate.

14381. *Ottawa Silica Co.* v. *Pere Marquette R. R. Co.* April 17, 1911. Refund of $746.96 on 24 cars of sand from Ottawa, Ill., to Wallaceburg, Ontario. Excessive rate.

14382. *Baker Castor Oil Co.* v. *Ocean Steamship Co. of Savannah.* March 13, 1911. Refund of $3.75 on shipment of fertilizer from New York, N. Y., to Jacksonville, Fla. Excessive rate.

14384. *Atlantic Refining Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* April 12, 1911. Refund of $10.73 on tank car of gasoline from Pittsburgh, Pa., to Fidelity, Ohio. Excessive rate.

14385. *Three States Lumber Co.* v. *St. Louis & San Francisco R. R. Co.* January 26, 1911. Refund of $72 on three cars of sand from Memphis, Tenn., to Burdette, Ark. Excessive rate.

14386. *Dawson Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* January 28, 1911. Refund of $52.92 on one car of apples from Canon City, Colo., to Oklahoma City, Okla. Excessive rate.

14387. *Jno. Rawlins* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 17, 1911. Refund of $29.20 on two cars of wheat from Winfield, Kans., to Dallas, Tex. Excessive rate.

14388. *Lyle Corrugated Culvert Co.* v. *Great Northern Ry. Co.* April 29, 1911. Waive collection of $18.24 on one car of iron culverts from Minneapolis, Minn., to Pettit, Minn. Excessive rate.

14389. *Carroll, Brough & Robinson Co.* v. *St. Louis & San Francisco R. R. Co.* August 11, 1911. Refund of $28.66 and waive collection of $0.16 on one car of potatoes from Kersey, Colo., to Altus, Okla. Excessive rate.

14390. *Cummer Lumber Co.* v. *Atlantic Coast Line R. R. Co.* March 4, 1911. Refund of $484.84 on 133 cars of phosphate rock from Barrs Tram, Fla., to Milldale, Fla. Excessive rate.

14391. *Oakford & Fahnestock* v. *Chicago, Burlington & Quincy R. R. Co.* March 10, 1911. Refund of $10.16 on one car of sugar from Chalmette, La., to West Roodhouse, Ill. Excessive rate.

14392. *East Oregonian Publishing Co.* v. *Spokane, Portland & Seattle Ry. Co.* April 12, 1911. Refund of $39.95 on one car of news paper from Camos, Wash., to Pendleton, Oreg. Excessive rate.

14393. *New England Brick Co.* v. *Delaware & Hudson Co.* February 7, 1911. Refund of $105.75 on three cars of brick from Mechanicsville, N. Y., to Hopedale, Mass. Excessive rate.

14394. *Hercules Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* July 22, 1911. Refund of $21 on shipment of stump pullers from Centerville, Iowa, to New York, N. Y. Larger car being furnished than ordered.

14395. *Dazey-Moore Grain Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 29, 1911. Refund of $3.16 on two cars of wheat from Waukomis, Okla., to Waco, Tex. Excessive rate.

14396. *Israel Bros. Iron & Metal Co.* v. *Baltimore & Ohio Southwestern R. R. Co.* March 8, 1911. Refund of $3 on one car of scrap iron from Blanchester, Ohio, to Detroit, Mich. Excessive rate.

14397. *Southern Manufacturing Co.* v. *Seaboard Air Line Ry.* May 6, 1911. Refund of $2.44 on one car of cotton-factory sweepings from Athens, Ga., to Springfield, Mass. Excessive rate.

14398. *R. S. Armstrong & Bro.* v. *Central of Georgia Ry. Co.* May 1, 1911. Refund of $111.27 and waive collection of $29.40 on two cars of scrap iron from Troy, Ala., to Harrisburg, Pa. Excessive rate.

14401. *The Pratt Mill & Elevator Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 17, 1911. Refund of $5.93 and waive collection of $0.07 on shipment of flour and shorts from Mullinsville, Kans., to West Bend, Iowa. Excessive rate.

14402. *Georgia-Carolina Brick Co.* v. *Charleston & Western Carolina Ry. Co.* March 2, 1911. Refund of $5.60 on shipment of bricks from Augusta, Ga., to Glenn Springs, S. C. Excessive rate.

14403. *Du Pont Powder Co.* v. *Northern Pacific Ry. Co.* February 27, 1911. Refund of $865.72 on shipment of ammoniacal liquor from Milwaukee, Wis., to Du Pont, Wash. Excessive rate.

14405. *Van Brunt Manufacturing Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* January 25, 1911. Refund of $54.87 on six shipments of implements from Horicon, Wis., to Minnesota Transfer, Minn. Excessive rate.

14406. *Hydraulic Press Brick Co.* v. *Southern Ry. Co.* June 19, 1911. Refund of $31.50 on shipment of brick from Waterloo, Va., to Mount Gilead, N. C. Excessive rate.

14407. *Union Tanning Co.* v. *Norfolk & Western R. R. Co.* April 17, 1911. Refund of $173.10 on two cars of green salted hides from New York, N. Y., to Old Fort, N. C. Excessive rate.

14409. *Navassa Guano Co.* v. *Atlantic Coast Line R. R. Co.* January 26, 1911. Refund of $10.50 on shipment of fertilizer from Savannah, Ga., to Richburg, S. C. Excessive rate.

14410. *Standard Oil Co.* v. *Chicago, Burlington & Quincy R. R. Co.* February 2, 1911. Refund of $108.80 on two cars of gasoline and oil from Sugar Creek, Mo., to Bridgeport, Nebr. Excessive rate.

14412. *Casey-Swasey Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* February 17, 1911. Refund of $16.25 on shipment of whisky from Madison, Ind., to Fort Worth, Tex. Excessive rate.

14413. *Standard Oil Co.* v. *Southern Pacific Co.* March 31, 1911. Refund of $591.29 on four cars of granulated slag from Dubois, Pa., to Richmond, Cal. Excessive rate.

14414. *Hasbrouck & Smith Co.* v. *Union Pacific R. R. Co.* March 6, 1911. Refund of $195.73 and waive collection of $7.10 on shipment of shingles and lumber from Clatskania, La Grande, and Baker City, Oreg., and Soos Spur, Wash., to Gale (now Galeton), Colo.; reconsigned at Greeley, Colo. Excessive rate.

14415. *Ernst-Davis Grain Co.* v. *Union Pacific R. R. Co.* February 27, 1911. Refund of $96.83 on 16 cars of wheat and corn from Soldier, Kans., to Kansas City, Mo. Excessive minimum.

14416. *H. Brann & Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 23, 1911. Refund of $4.49 on shipment of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

14417. *Dazey-Moore Grain Co.* v. *Chicago, Rock Island & Gulf Ry. Co.* January 27, 1911. Refund of $15.03 on four shipments of wheat from Waukomis, Okla., to Galveston, Tex. Excessive rate.

14418. *Florence Bros.* v. *Southern Pacific Co.* February 3, 1911. Waive collection of $15.05 on shipment of oranges from Pomona, Cal., to Portland, Oreg. Larger car being furnished than ordered.

14419. *A. D. Adair & McCarty Bros.* v. *Southern Ry. Co.* February 2, 1911. Refund of $127.50 on 10 shipments of bulk acid phosphate from McCarty, Tenn., to Chilhowie, Va. Excessive rate.

14423. *C. C. Morse & Co.* v. *Southern Pacific Co.* February 4, 1911. Refund of $24.84 on eight shipments of garden seed returned from various points to San Francisco, Cal. Excessive rate.

14426. *I. H. Kent Co.* v. *Southern Pacific Co.* April 12, 1911. Refund of $71.44 on one car of woven wire fencing from Sacramento, Cal., to Fallon, Nev. Excessive rate.

14428. *Universal Portland Cement Co.* v. *Baltimore & Ohio R. R. Co.* February 18, 1911. Refund of $15.05 on shipment of cement from Universal, Pa., to Carlisle, Pa. Excessive rate.

14431. *Merchants Coal Co.* v. *Baltimore & Ohio R. R. Co.* November 4, 1911. Refund of $374.74 on 13 cars of water from Oakland, Md., to Tunnelton, W. Va. Excessive rate.

14432. *H. L. Halliday Milling Co.* v. *Illinois Central R. R. Co.* March 24, 1911. Refund of $118.20 on 38 cars of grain from Cairo, Ill., to various points. Elevation charges.

14433. *Vulture Mines Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 13, 1911. Refund of $8.38 on one car of lumber from Maine, Ariz., to Wickenburg, Ariz. Excessive rate.

14435. *Roberts Cotton Oil Co.* v. *St. Louis Southwestern Ry. Co.* January 27, 1911. Refund of $297.95 on five cars of cottonseed from Cardwell, Mo., to Malden, Mo. Excessive rate.

14436. *O. M. Bruner Co.* v. *Southern Ry. Co.* February 15, 1911. Refund of $7.06 on shipment of lumber from Riderville, Ala., to Ardmore, Pa. Excessive rate.

14437. *Central Iron & Steel Co.* v. *Baltimore & Ohio R. R. Co.* March 29, 1911. Refund of $337.36 on 125 cars of coke from Rock Forge, W. Va., to Harrisburg, Pa. Excessive rate.

14439. *Vacuum Oil Co.* v. *Pennsylvania R. R. Co.* February 8, 1911. Refund of $4 on one car of petroleum tanners' oil from Rochester, N. Y., to Ridgeway, Pa. Excessive rate.

14440. *Lovejoy Bros.* v. *Colorado & Southern Ry. Co.* April 17, 1911. Refund of $44.46 on one car of corn from McLean, Nebr., to Berthond, Colo. Excessive rate.

14445. *Menasha Paper Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* March 29, 1911. Refund of $108.36 on three shipments of news-print paper from Ladysmith, Wis., to Oklahoma City, Okla. Excessive rate.

14447. *Eagle & Phenix Mills* v. *Central of Georgia Ry. Co.* March 2, 1911. Refund of $41.70 on shipment of dyestuffs from New York, N. Y., to Columbus, Ga. Excessive rate.

14448. *Purina Mills* v. *Southern Ry. Co.* May 13, 1911. Refund of $32.10 on 12 shipments of mill feed from St. Louis, Mo., to southern points. Excessive rate.

14451. *Armour Grain Co.* v. *Illinois Central R. R. Co.* February 1, 1911. Refund of $206.23 on 24 cars of grain shipped to various southeastern points. Nonallowance for elevation at Cairo, Ill.

14453. *International Salt Co.* v. *Lehigh Valley R. R. Co.* March 10, 1911. Refund of $58.60 on four shipments of salt from Ludlowville, N. Y., to Bath, Wells, and Canisteo, N. Y. Excessive rate.

14454. *Louis Wolf* v. *Chicago, Burlington & Quincy R. R. Co.* February 4, 1911. Refund of $231 on 19 cars of cattle from Sterling, Colo., to Hyannis, Nebr. Excessive rate.

14464. *St. Louis Clay Products Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 27, 1911. Refund of $7.78 on shipment of sewer pipe from White Hall, Ill., to Jackson, Tenn. Excessive rate.

14465. *Union Tanning Co.* v. *Norfolk & Western Ry. Co.* January 26, 1911. Refund of $52.87 on one car of hides from New York, N. Y., to Johnson City, Tenn. Excessive rate.

14466. *Winkle Mercantile Co.* v. *Illinois Central R. R. Co.* March 10, 1911. Refund of $3.30 on one car of chat from Flat River, Mo., to Winkle, Ill. Excessive rate.

14467. *C. W. Shepard Cotton Co.* v. *New Orleans & Northeastern R. R. Co.* February 4, 1911. Refund of $27.18 on one car of compressed cotton from New Orleans, La., to Zirconia, N. C. Excessive rate.

14468. *Swope & Mangold (Inc.)* v. *Missouri, Kansas & Texas Ry. Co.* February 24, 1911. Refund of $0.92 on one car of rum from Cincinnati, Ohio, to Dallas, Tex. Excessive rate.

14471. *Casey-Swasey Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* February 25, 1911. Refund of $2.30 on one car of brandy from Cincinnati, Ohio, to Fort Worth, Tex. Excessive rate.

14490. *St. Louis Pretzel Co.* v. *Wabash R. R. Co.* February 15, 1911. Refund of $73.60 on shipment of pretzels from St. Louis, Mo., to Los Angeles, Cal. Two cars being furnished instead of one.

14491. *Empire Manufacturing Co.* v. *Atlantic Coast Line R. R. Co.* February 6, 1911. Refund of $2 on shipment of lumber from Oliver, N. C., to Goldsboro, N. C., to be dressed and reshipped.

14493. *United States Gypsum Co.* v. *Chicago & Alton R. R. Co.* August 12, 1911. Refund of $16.50 on one car of stucco from Fort Dodge, Iowa, to Springfield, Ill. Excessive rate.

14494. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* February 11, 1911. Refund of $38.12 on one car of shingles from Timberton Junction, Fla., to Knoxville, Tenn. Excessive rate.

14496. *C. E. Perry* v. *Atlantic Coast Line R. R. Co.* February 17, 1911. Refund of $18.55 and waive collection of $27.43 on one car of watermelons from Ridgeland, S. C., to Philadelphia, Pa. Excessive rate.

14497. *National Rolling Mill Co.* v. *Evansville & Terre Haute R. R. Co.* April 1, 1911. Refund of $171.69 on 12 shipments of bar iron from Vincennes, Ind., to Louisville, Ky. Excessive rate.

14498. *Johnson & Wimsatt* v. *Atlantic Coast Line R. R. Co.* February 4, 1911. Refund of $8.38 on one car of lumber from Autryville, N. C., to Washington, D. C. Excessive rate.

14499. *National Malleable Casting Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* August 1, 1911. Refund of $323.91 on one car of scrap iron from St. Louis, Mo., to Indianapolis, Ind. Excessive rate.

14501. *S. Morris & Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 1, 1911. Refund of $10.71 on two shipments of scrap iron from Chicago, Ill., to Indiana Harbor, Ind. Excessive rate.

14506. *H. V. Colt* v. *Norfolk & Western Ry. Co.* November 13, 1911. Refund of $52 on shipment of eight horses from Max Meadows, Va., to Leicester, N. Y. Excessive rate.

14507. *Warren Bros.* v. *Southern Pacific Co.* February 7, 1911. Refund of $96.50 on one car of staves and heads from Aberdeen, Wash., to Oil City, Cal. Excessive minimum.

14508. *Naugle Pole & Tie Co.* v. *Chicago & North Western Ry. Co.* February 1, 1911. Refund of $1.10 on two cars of poles from Foster City, Mich., to Onalaska, Wis. Nonallowance for car stakes.

14509. *Elliott & Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* June 24, 1911. Refund of $470.52 on 42 cars of live stock from Greenwald, Holdingford, Onamia, and Pierz, Minn., to Duluth, Minn. Excessive rate.

14510. *American Steel & Wire Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* February 2, 1911. Refund of $167.52 on four cars of wire rods from Anderson, Ill., to De Kalb, Ill. Excessive rate.

14511. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry. Co.* March 4, 1911. Refund of $9.80 on shipment of blacksmith coal from Whiteside, Tenn., to Del Rio, Tex. Excessive rate.

14512. *American Naval Stores Co.* v. *Gulf & Ship Island R. R. Co.* September 20, 1911. Refund of $4.72 on shipment of turpentine from Collins, Miss., to Rock Island, Ill. Excessive rate.

14513. *The Hanover Red Pressed Brick Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* March 16, 1911. Refund of $20.51 on one car of brick from Hanover, Ohio, to Melody, Ill. Excessive rate.

14515. *S. A. D. Elmore & Bro.* v. *Chicago, Burlington & Quincy R. R. Co.* February 21, 1911. Refund of $9.35 on one car of sewer pipe from Macomb, Ill., to Gault, Mo. Excessive minimum weight.

14526. *Blomer and Michael Co.* v. *Chicago, Burlington & Quincy R. R. Co.* February 1, 1911. Refund of $65.45 on 20 cars of cattle from South Omaha, Nebr., to Quincy, Ill. Excessive rate.

14528. *Miami Copper Co.* v. *Arizona Eastern R. R. Co.* March 28, 1911. Refund of $82.37 on five cars of brick from Rio Grande, N. Mex., to Miami, Ariz. Excessive rate.

14529. *C. C. Morse & Co.* v. *Southern Pacific Co.* February 2, 1911. Refund of $7.19 on shipments of garden seed returned from Mesa, Temple, Phoenix, and Florence, Ariz., to San Francisco, Cal. Excessive rate.

14535. *C. H. Young Co.* v. *Great Northern Ry. Co.* April 13, 1911. Refund of $7.56 on two shipments of stone from St. Paul, Minn., to Aurora, Minn. Excessive rate.

14536. *C. H. Young Co.* v. *Great Northern Ry. Co.* February 28, 1911. Refund of $11.30 on shipment of stone from St. Paul, Minn., to Coleraine, Minn. Excessive rate.

14538. *A. Miller* v. *New York Central & Hudson River R. R. Co.* February 21, 1911. Refund of $39.92 on three cars of lath from Gravenhurst and Severn, Ontario, to Medina and Middleport, N. Y. Excessive rate.

14540. *American Car & Foundry Co.* v. *Norfolk & Western Ry. Co.* August 12, 1911. Refund of $147.15 on 14 cars of wheels from Bluefield, W. Va., to West Detroit, Mich. Excessive rate.

14542. *Continental Oil Co.* v. *Denver & Rio Grande R. R. Co.* March 3, 1911. Refund of $23.92 on tank cars of petroleum refined oil from Florence, Colo., to Durango, Colo. Excessive rate.

14544. *Columbia River Door Co.* v. *Astoria & Columbia River R. R. Co.* August 9, 1911. Refund of $5.15 on shipment of lumber from Rainier, Oreg., to Idaho Falls, Idaho. Excessive rate.

14545. *David Babbitt, trustee,* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 11, 1911. Waive collection of $2,312.50 on 13 cars of lumber from Maine, Ariz., to Holbrook, Ariz., Gallup and Albuquerque, N. Mex. Excessive rate.

14546. *Susquehanna Iron Co.* v. *Philadelphia & Reading Ry. Co.* March 4, 1911. Refund of $114.90 on 10 cars of iron pipe from Columbia, Pa., to Perry, N. Y. Excessive rate.

14547. *Harrisburg Foundry & Machine Co.* v. *Cumberland Valley R. R. Co.* March 23, 1911. Refund of $14 on shipment of one engine and parts from Harrisburg, Pa., to McDowell, W. Va. Excessive rate.

14548. *American Agricultural Chemical Co.* v. *Atlantic Coast Line R. R. Co.* March 24, 1911. Refund of $6.24 on one car of fertilizers from New York, N. Y., to Jacksonville, Fla. Excessive rate.

14549. *Frank Lindsay* v. *Chicago, Burlington & Quincy R. R. Co.* May 22, 1911. Refund of $10.89 on shipment of one binder from Peru, Nebr., to Peetz, Colo. Excessive rate.

14552. *Edward Hines Lumber Co.* v. *Chicago Great Western R. R. Co.* February 24, 1911. Refund of $15.60 on two cars of lumber from Chicago, Ill., to Norwoodville, Iowa. Excessive rate.

14555. *Globe Furniture Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* June 5, 1911. Refund of $29.70 on one car of furniture from Evansville, Ind., to Jefferson, Tex. Excessive rate.

14559. *Wabash Screen Door Co.* v. *Union Pacific R. R. Co.* May 1, 1911. Refund of $37.45 on one car of screen doors and windows from Minneapolis, Minn., to Salt Lake City, Utah. Excessive rate.

14560. *Farmers' Mercantile Co.* v. *Colorado & Southern Ry. Co.* February 15, 1911. Refund of $19.47 on shipment of potatoes from Tubers, Colo., to Winters, Tex. Excessive rate.

14561. *American Radiator Co.* v. *Grand Trunk Ry. Co.* March 14, 1911. Refund of $13.79 on one car of radiators from Detroit, Mich., to Little Chute, Wis. Excessive rate.

14564. *Powers Elevator Co.* v. *Northern Pacific Ry. Co.* February 15, 1911. Refund of $209.95 on four cars of lumber from Minneapolis, Minn., to Gladstone, N. Dak. Excessive rate.

14571. *Baker Castor Oil Co. and Marsh Oil Co.* v. *Ocean S. S. Co. of Savannah.* March 14, 1911. Refund of $18.75 on five shipments of fertilizer from New York, N. Y., to Jacksonville, Fla. Excessive rate.

14572. *Chattanooga Implement & Manufacturing Co.* v. *Central of Georgia Ry. Co.* April 3, 1911. Refund of $37.69 on one car of sad-irons from Chattanooga, Tenn., to Savannah, Ga. Excessive rate.

14575. *A. Roberson & Son* v. *Erie R. R. Co.* February 25, 1911. Refund of $70.23 on seven cars of lumber from Shohola, Pa., to Binghamton, N. Y. Excessive rate.

14583. *F. C. Barker & Co.* v. *Wells, Fargo & Co.* July 31, 1911. Refund of $43.95 on five shipments of cantaloupes from Las Cruces, N. Mex., to Colorado Springs, Colo. Excessive rate.

14585. *Wisconsin Chair Co.* v. *Chicago & North Western Ry. Co.* March 28, 1911. Refund of $101.94 on shipment of chairs from Port Washington, Wis., to Los Angeles, Cal. Excessive rate.

14587. *King-Ryder Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* February 15, 1911. Refund of $15.48 on three cars of lumber from Bon Ami, La., to New Orleans, La. Excessive rate.

14588. *Ford Manufacturing Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 24, 1911. Refund of $13.82 on one car of roofing paper from Vandalia, Ill., to Oklahoma City, Okla. Excessive rate.

14591. *Earl Fruit Co.* v. *Southern Pacific Co.* February 4, 1911. Refund of $42.49 on one car of apples from Watsonville, Cal., to Denver, Colo. Excessive rate.

14592. *Geo. P. Plant Milling Co.* v. *Illinois Central R. R. Co.* February 21, 1911. Refund of $4.41 on one car of flour from St. Louis, Mo., to Belmont, N. C. Excessive rate.

14593. *Ford Manufacturing Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 1, 1911. Refund of $10.83 on one car of roofing paper from Vandalia, Ill., to Muskogee, Okla. Excessive rate.

14594. *Riverside Portland Cement Co.* v. *Southern Pacific Co.* March 2, 1911. Refund of $26.60 on one car of cement from Bloomington, Cal., to Clifton, Ariz. Excessive rate.

14596. *Arkansas Grocer Co.* v. *St. Louis & San Francisco R. R. Co.* February 25, 1911. Refund of $28.45 on two cars of wire fence, staples, and nails from Kokomo, Ind., to Blytheville, Ark. Excessive rate.

14598. *Gisholt Machine Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 4, 1911. Refund of $40.21 on six shipments of machinery from Cleveland, Ohio, to Madison, Wis. Excessive rate.

14600. *Charles Friend & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 14, 1911. Refund of $27.44 on shipment of hides and pelts from Corona, N. Mex., to Chicago, Ill. Excessive minimum.

14601. *J. W. Lane* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 5, 1911. Refund of $32 on shipment of emigrant movables from Rocky Ford, Colo., to Maxwell, N. Mex. Excessive rate.

14602. *The Ensign-Bickford Co.* v. *Southern Pacific Co.-Atlantic S. S. Lines.* March 17, 1911. Refund of $113.86 on shipment of safety fuse from Simsbury, Conn., to Patterson, Okla. Excessive rate.

14603. *American Steel & Wire Co.* v. *Elgin, Joliet & Eastern Ry. Co.* March 23, 1911. Refund of $33.26 on one car of nails from Joliet, Ill., to St. Charles, Mo. Excessive rate.

14604. *Atlanta Steel Co.* v. *Illinois Central R. R. Co.* June 24, 1911. Refund of $116.88 and waive collection of $18.02 on shipment of gravel fluor spar from Golconda, Ill., to Atlanta, Ga. Excessive rate.

14607. *Wharton Steel Co.* v. *Central R. R. Co. of New Jersey.* March 16, 1911. Refund of $150.70 on three shipments of pig iron from Wharton, N. J., to Newberry, Pa. Excessive rate.

14608. *Henry Glade & Co.* v. *Union Pacific R. R. Co.* March 2, 1911. Waive collection of $15.33 on one car of coal from Mineral, Kans., to Grand Island, Nebr. Excessive rate.

14609. *Chamber of Commerce, Nampa, Idaho,* v. *American Express Co.* April 5, 1911. Refund of $37.09 on five shipments of advertising pamphlets from Nampa, Idaho, to Council Bluffs, Iowa. Excessive rate.

14611. *The Sefton Manufacturing Co.* v. *New York, Chicago & St. Louis R. R. Co.* April 3, 1911. Refund of $11.27 on one car of paper boxes from Chicago, Ill., to Fort Wayne, Ind. Excessive rate.

14612. *Swanson & Frazier* v. *Atchison, Topeka & Santa Fe Ry. Co.* February 23, 1911. Waive collection of $207.21 on 13 cars of cattle from Fort Worth, Tex., to Remington, Okla. Excessive rate.

14613. *Dawson Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 23, 1911. Refund of $12 on one car of grapes from Paw Paw, Mich., to Oklahoma City, Okla. Excessive rate.

14614. *M. Piowaty & Sons* v. *Missouri, Kansas & Texas Ry. Co.* February 20, 1911. Refund of $32.74 on one car of onions from Kimmell, Ind., to McAlester, Okla. Excessive rate.

14615. *Harkrider-Morrison Co.* v. *Southern Pacific Co.* February 7, 1911. Refund of $92.11 on two cars of apples from Watsonville, Cal., to Fort Worth, Tex. Excessive rate.

14618. *Du Pont Powder Co.* v. *West Jersey & Seashore R. R. Co.* March 10, 1911. Refund of $21.09 on two cars of scrap iron from Magazine, N. J., to Shackamaxon, Pa. Excessive rate.

14619. *A. B. Stephens & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 27, 1911. Refund of $276.52 on 130 shipment of hides from various Oklahoma points to Enid and Oklahoma City, Okla., via Kansas. Excessive rate.

14620. *Janesville Machine Co.* v. *Chicago & North Western Ry. Co.* September 11, 1911. Refund of $18.68 on seven cars of implements from Janesville, Wis., to Decatur, Ill. Excessive rate.

14621. *J. L. Keach* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* August 30, 1911. Refund of $31.50 on two cars of celery from Smelzer and Wintersburg, Cal., to Indianapolis, Ind. Excessive rate.

14624. *F. N. Boyer* v. *Chicago, Burlington & Quincy R. R. Co.* February 23, 1911. Refund of $5 on one car of flour from Kahoka, Mo., to Keokuk, Iowa. Excessive rate.

14627. *Weis-Peterson Box Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* November 15, 1911. Refund of $25.40 on shipment of box lumber from Cairo, Ill., to Batesville, Ark. Excessive rate.

14629. *Head Lumber Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* February 3, 1911. Refund of $7.84 on shipment of lumber from Maine, Ariz., to Prescott, Ariz. Excessive rate.

14632. *International Harvester Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* May 1, 1911. Refund of $24.99 on two shipments of implements from Auburn, N. Y., to Eau Claire, Wis. Excessive rate.

14633. *Harkrider-Morrison Co.* v. *Texas & Pacific Ry. Co.* February 7, 1911. Refund of $46.74 on one car of apples from Watsonville, Cal., to Fort Worth, Tex. Excessive rate.

14634. *Earl Fruit Co.* v. *Southern Pacific Co.* February 4, 1911. Refund of $677.96 on five cars of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14635. *California Fruit Exchange* v. *Southern Pacific Co.* February 7, 1911. Refund of $125.64 on one car of apples from Aromas, Cal., to New York, N. Y. Excessive rate.

14637. *Portage Entry Redstone Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* March 1, 1911. Refund of $39.96 on one car of stone from Houghton, Mich., to Minneapolis, Minn. Excessive rate.

14639. *H. O. Wooten Grocer Co.* v. *Southern Pacific Co.* February 4, 1911. Refund of $45.91 on one car of apples from Watsonville, Cal., to Abilene, Tex. Excessive rate.

14641. *H. H. Porter & Son* v. *Atlantic Coast Line R. R. Co.* February 9, 1911. Refund of $95.03 on two shipments of watermelons from Ridgeland, S. C., to Newark, N. J. Excessive rate.

14642. *Earl Fruit Co.* v. *Southern Pacific Co.* February 7, 1911. Refund of $45 on one car of apples from Watsonville, Cal., to Abilene, Tex. Excessive rate.

14645. *Street & Graves* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* February 4, 1911. Refund of $25.57 on one car of cottonseed hulls from Houston, Tex., to Hammond, Ind. Excessive rate.

14646. *Simmons Manufacturing Co.* v. *Chicago & North Western Ry. Co.* March 16, 1911. Refund of $190.96 on shipment of brass beds from Kenosha, Wis., to San Francisco, Cal. Two small cars furnished instead of one large car.

14648. *Floyd Gould* v. *Fort Worth & Denver City Ry. Co.* March 10, 1911. Refund of $23.98 and waive collection of $76.66 on shipment of household goods from Uniopolis, Ohio, to Hartley, Tex. Excessive rate due to valuation.

14649. *Thornton Fire Brick Co.* v. *Baltimore & Ohio R. R. Co.* February 8, 1911. Refund of $99.25 and waive collection of $99.20 on 10 shipments of brick from Thornton, W. Va., to Chevy Chase, Md. Excessive rate.

14651. *Lesser-Goldman Cotton Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 29, 1911. Refund of $19.05 on two shipments of cotton from Newport, Ark., to Hochelaga, Quebec. Excessive rate.

14652. *Martin Manganese & Mining Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* September 20, 1911. Refund of $285.80 and waive collection of $656.52 on six cars of manganese ore from Cushman, Ark., to North Ruskman, Tex. Excessive rate.

14654. *Geo. S. Mepham & Co.* v. *Toledo, St. Louis & Western R. R. Co.* March 29, 1911. Refund of $14 on one car of silica from East St. Louis, Ill., to Buffalo, N. Y. Excessive rate.

14655. *Jos. Joseph & Bros. Co.* v. *Delaware & Hudson Co.* March 7, 1911. Refund of $7.26 on one car of scrap steel from Troy, N. Y., to Wyoming, Pa. Excessive rate.

14656. *Eureka Flint & Spar Co.* v. *Philadelphia & Reading Ry. Co.* February 17, 1911. Refund of $598.27 on 16 cars of feldspar from Alberton, Md., to Trenton, N. J. Excessive rate.

14657. *Fox Bros. & Co.* v. *Delaware & Hudson Co.* March 16, 1911. Refund of $10.80 on one car of bar iron from Scranton, Pa., to New York, N. Y. Excessive rate.

14658. *Miami Copper Co.* v. *Arizona Eastern R. R. Co.* March 29, 1911. Refund of $147.30 on one car of machinery from Pittsburgh, Pa., to Globe, Ariz., diverted to Miami, Ariz. Excessive rate.

14660. *Saginaw & Manistee Lumber Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* March 16, 1911. Refund of $24.40 on one car of stulls from Bellemont, Ariz., to Poland, Ariz. Excessive rate.

14662. *C. Arnett* v. *Yazoo & Mississippi Valley R. R. Co.* February 14, 1911. Refund of $37.40 on one car of shingles from Timberton, La., to Harriston, Miss., reconsigned to Newbern, Tenn. Excessive rate.

14663. *Central City Elevator Co.* v. *Illinois Central R. R. Co.* March 29, 1911. Refund of $3.13 on one car of grain from Peoria, Ill., to Evansville, Ind. Nonallowance for elevation.

14664. *Redman, Magee & Co.* v. *Illinois Central R. R. Co.* February 18, 1911. Refund of $63 on 20 cars of grain from Cairo, Ill., to various points. Nonallowance for elevation.

14669. *Uhrich Planing Mill Co.* v. *Missouri Pacific Ry. Co.* April 12, 1911. Refund of $185.04 on four shipments of house trimmings from Independence, Kans., to Muskogee, Okla. Excessive rate.

14671. *Cavalero Mill Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 12, 1911. Refund of $79.60 on shipment of shingles from Everett, Wash., to Muskogee, Okla. Larger car furnished than ordered.

14672. *Peck, Stow & Wilcox Co.* v. *Old Dominion S. S. Co.* April 29, 1911. Refund of $3.96 on three shipments of hardware from Southington, Conn., to Richmond, Va. Excessive rate.

14673. *B. B. Burns* v. *Norfolk & Western Ry. Co.* February 13, 1911. Refund of $13.10 on shipment of one horse from Berryville, Va., to Huntington, W. Va. Excessive weight.

14674. *R. D. Winship* v. *Chicago, Burlington & Quincy R. R. Co.* March 11, 1911. Refund of $75.18 on one car of refuse molasses from Idaho Falls, Idaho, to Hammond, Ind. Excessive rate.

14675. *A. W. Harris Oil Co.* v. *Pennsylvania R. R. Co.* March 29, 1911. Refund of $26.50 on one car of lubricating oil from North Warren, Pa., to South Providence, R. I. Excessive rate.

14676. *Virginia-Carolina Chemical Co.* v. *Atlantic Coast Line R. R. Co.* April 17, 1911. Refund of $78.42 on 12 cars of fertilizer from Charleston, S. C., to North Carolina points. Excessive minimum weight.

14677. *Trexler Lumber Co.* v. *Atlantic Coast Line R. R. Co.* February 15, 1911. Refund of $22.30 on one car of lumber from Allens, S. C., to Richwood, W. Va. Excessive rate.

14678. *Marble Head Lime Co.* v. *Chicago & Alton R. R. Co.* February 27, 1911. Refund of $4 on one car of lime from Hannibal, Mo., to Wilmington, Ill. Excessive rate.

14679. *N. Souer Milling Co.* v. *St. Louis & San Francisco R. R. Co.* March 1, 1911. Refund of $13.08 on one car of flour, etc., from Harper, Kans., to Lockwood, Mo. Excessive rate.

14683. *Utah Fuel Co.* v. *Denver & Rio Grande R. R. Co.* March 24, 1911. Refund of $820.28 on shipments of coal from Scofield, etc., Utah, to East Ely and McGill, Nev. Excessive weight.

14685. *Ottawa Silica Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 27, 1911. Refund of $485.10 on 17 shipments of sand from Ottawa, Ill., to Wallaceburg, Ontario. Excessive rate.

14688. *National Zinc Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 27, 1911. Refund of $16.50 on shipment of fire clay from Owensville, Mo., to Bartlesville, Okla. Excessive rate.

14689. *Jefferson Hotel & Land Co.* v. *Maine Central R. R. Co.* February 15, 1911. Refund of $136.94 on six shipments of coal from Portland, Me., to Jefferson, N. H. Excessive rate.

14690. *H. Brann & Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 11, 1911. Refund of $20.21 on four shipments of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

14691. *Eustis, Pennock & Co.* v. *Bangor & Aroostook R. R. Co.* March 2, 1911. Refund of $21.95 on shipment of starch from Caribou, Me., to North Oxford Mills, Mass. Excessive rate.

14692. *Standard Grocery Co.* v. *Virginia & Southwestern Ry. Co.* March 2, 1911. Refund of $2.01 on shipment of hose and sweet potatoes from Marion, Va., to Elizabethton, Tenn. Excessive rate.

14694. *Harlan P. Kelsey* v. *Norfolk & Western Ry. Co.* June 14, 1911. Refund of $13.84 on shipment of shrubbery from Abingdon, Va., to Salem, Mass. Excessive rate.

14695. *National Liquor Co.* v. *Missouri, Kansas & Texas Ry. Co.* February 21, 1911. Refund of $61.99 on two shipments of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

14697. *E. L. French Co.* v. *Chicago, Burlington & Quincy R. R. Co.* March 11, 1911. Refund of $128.48 on shipment of prunes from Ellsworth, Wash., to Chicago, Ill. Excessive rate due to reconsignment rule not permitting back haul.

14700. *J. Chanowsky* v. *Missouri, Kansas & Texas Ry. Co.* February 17, 1911. Refund of $41.62 on shipment of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

14702. *Bancroft-Marty Feed & Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 11, 1911. Refund of $150 on three shipments of corn from Oakdale and Clearwater, Nebr., to Hoehne, Thatcher, and Earl, Colo. Excessive rate.

14703. *Fullerton-Powell Hardwood Lumber Co.* v. *St. Louis Southwestern Ry. Co.* February 18, 1911. Refund of $1 on shipment of lumber from Rector, Ark., to St. Louis, Mo. Excessive reconsignment charge.

14704. *J. L. Taylor* v. *Denver & Rio Grande R. R. Co.* April 5, 1911. Refund of $88.20 on shipment of apples from (Rhone) Grand Junction, Ariz., to Marshall, Tex. Excessive rate.

14708. *New England Coal & Coke Co.* v. *Boston & Maine R. R.* February 20, 1911. Refund of $63.06 on three shipments of coke from Boston, Mass., to Madison and Anson, Me. Excessive rate.

14709. *Williams & McKeithan Lumber Co.* v. *Atlantic Coast Line R. R. Co.* February 16, 1911. Refund of $24.20 on three shipments of lumber from Lancor, S. C., to Lumber, S. C., to be dressed and reshipped. Excessive rate.

14714. *International Salt Co. of New York* v. *Genesee & Wyoming R. R. Co.* June 14, 1911. Refund of $16.80 on two shipments of salt from Retsof, N. Y., to Coney Island, N. Y. Excessive rate.

14715. *H. F. Watson Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 24, 1911. Refund of $4.57 on one car of building paper from Erie, Pa., to Cleveland, Ohio. Excessive rate.

14716. *D. H. Burdett* v. *Michigan Central R. R. Co.* March 4, 1911. Refund of $32.50 on three cars of last blocks from Gaylord, Mich., to Philadelphia, Pa. Excessive rate.

14724. *Fairbanks, Morse & Co.* v. *Chicago & North Western Ry. Co.* October 17, 1911. Refund of $4.29 on steam engine from Cincinnati Ohio, to Beloit, Wis. Excessive rate.

14727. *South Side Elevated R. R. Co.* v. *Vandalia R. R. Co.* September 18, 1911. Refund of $45.21 on 11 cars of coal from Brazil and Seelyville, Ind., to Chicago, Ill. Excessive rate.

14729. *E. H. Downing & Son* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 26, 1911. Refund of $17.20 on two jacks from Higginsville, Mo., to Attica, Kans. Excessive rate.

14730. *Empire Carbon Works* v. *St. Louis & San Francisco R. R. Co.* March 7, 1911. Refund of $4.50 on shipment of fertilizer from East St. Louis, Ill., to Marshfield, Mo. Excessive rate.

14732. *S. T. Alcus & Co.* v. *Illinois Central R. R. Co.* April 4, 1911. Refund of $386.80 on 11 cars of box material from New Orleans, La., to Durham, N. C. Excessive rate.

14734. *F. C. Barnes Co.* v. *Corvallis & Eastern R. R. Co.* April 17, 1911. Refund of $40 on shipment of canned salmon from Yaquina, Oreg., to Atlanta, Ga. Excessive rate.

14741. *H. F. Watson Co.* v. *Lake Shore & Michigan Southern Ry. Co.* February 27, 1911. Refund of $6.15 on one car of roofing paper from Erie, Pa., to Detroit, Mich. Excessive rate.

14742. *Moline Plow Co.* v. *Vandalia R. R. Co.* February 24, 1911. Refund of $48.72 on five cars of agricultural implement castings from Indianapolis, Ind., to Moline, Ill. Excessive rate.

14745. *Fechheimer Steel & Iron Co.* v. *Lehigh Valley R. R. Co.* February 23, 1911. Refund of $47.53 on two cars of scrap steel from Jersey City, N. J., to Allentown, Pa. Excessive rate.

14746. *Tom Fritts Hardware Co.* v. *Louisville & Nashville R. R. Co.* March 21, 1911. Refund of $22 on one car of handles from Adams, Tenn., to Chattanooga, Tenn. Excessive rate.

14751. *Franklin Concrete Co.* v. *Louisville & Nashville R. R. Co.* February 15, 1911. Refund of $88.68 on one car of crushed stone from Woodburn, Ky., to Gallatin, Tenn. Excessive rate.

14752. *Eagle Pass Lumber Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* April 5, 1911. Refund of $152.13 on nine cars of lumber from various points to Eagle Pass, Tex. Excessive rate.

14754. *P. Zang Brewing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* February 15, 1911. Refund of $19.88 on one car of bungs from Cincinnati, Ohio, to Denver, Colo. Excessive rate.

14755. *Dewey Bros. Co.* v. *Baltimore & Ohio Southwestern R. R. Co.* April 5, 1911. Refund of $3.50 on one car of dried grain from Lawrenceburg, Ind., to Derby, Ohio. Excessive rate.

14757. *Columbia Cotton Oil & Provision Co.* v. *Washington Southern Ry. Co.* May 1, 1911. Refund of $13.94 on one car of lard compound from Relee, Va., to Charlestown, Mass. Excessive rate.

14761. *Dewey Bros. Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* February 27, 1911. Refund of $5.30 and waive collection of $5.30 on one car of dried grain from Louisville, Ky., to Austinburg, Ohio. Excessive rate.

14763. *Sweets Steel Co.* v. *Pennsylvania R. R. Co.* March 21, 1911. Refund of $55.55 on one car of rails and fastenings from Williamsport, Pa., to Morehead City, N. C. Excessive rate.

14767. *Kenefick-Quigley-Russell Construction Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* November 14, 1911. Refund of $276.44 on two cars of steam shovels from Lynchburg, Va., to Milbrook, Wyo. Excessive rate.

14768. *San Monte Fruit Co.* v. *Southern Pacific Co.* February 27, 1911 Refund of $46.92 on one car of apples from Watsonville, Cal., to Colorado Springs, Colo. Excessive rate.

14769. *S. T. Alcus & Co. (Ltd.)* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* April 12, 1911. Refund of $125.60 on three cars of box material from New Orleans, La., to Port Neches, Tex. Excessive rate.

14771. *Colorado Produce Exchange Co.* v. *Colorado & Southern Ry. Co.* November 2, 1911. Refund of $79.04 on one car of potatoes from Smithfield, Utah, to Hamlin, Tex. Excessive rate.

14772. *R. L. Ginsburg Sons Co.* v. *Duluth, South Shore & Atlantic Ry. Co.* May 13, 1911. Refund of $16.14 on one car of scrap iron from Sault Ste. Marie, Mich., to Portsmouth, Ohio. Excessive rate.

14773. *Sapulpa Refining Co.* v. *St. Louis & San Francisco R. R. Co.* March 24, 1911. Refund of $160.22 on one car of refined oil from Sapulpa, Okla., to Fort Smith, Ark. Excessive rate.

14775. *United States Gypsum Co.* v. *Pere Marquette R. R. Co.* August 1, 1911. Refund of $11.20 on one car of plaster boards from Granville, Mich., to Sterling, Ill. Excessive rate.

14776. *Mason City Brick & Tile Co.* v. *Northern Pacific Ry. Co.* March 14, 1911. Refund of $19 on one car of building blocks from Mason City, Iowa, to Fargo, N. Dak. Excessive rate.

14780. *Armour Fertilizer Works* v. *Chicago & Alton R. R. Co.* March 4, 1911. Refund of $7.50 on one car of fertilizer from National Stock Yards, Ill., to Bowling Green, Mo. Excessive minimum.

14781. *St. Marys Sewer Pipe Co.* v. *Pittsburg, Shawmut & Northern R. R. Co.* March 4, 1911. Refund of $49.30 on four cars of sewer pipe from Kaulmont, Pa., to Baldwin, N. Y. Excessive rate.

14782. *Hydraulic Press Brick Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 23, 1911. Refund of $160.63 on three cars of brick from Chanute, Kans., to Memphis, Tenn. Excessive rate.

14783. *Great Western Cereal Co.* v. *Chicago & Alton R. R. Co.* October 17, 1911. Refund of $8 on one car of mixed feed from Joliet, Ill., to Petersboro, N. H. Excessive rate.

14784. *Early-Foster Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* March 10, 1911. Refund of $259.20 on one car of cotton bale ties from Galveston, Tex., to El Centro, Cal. Excessive rate.

14785. *Early-Foster Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* March 10, 1911. Refund of $474 on two cars of bagging from Galveston, Tex., to El Centro, Cal. Excessive rate.

14786. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* February 20, 1911. Refund of $2.60 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

14791. *National Feed Co.* v. *Illinois Central R. R. Co.* March 24, 1911. Refund of $4.50 on 2 cars of grain from East St. Louis, Ill., to Birmingham, Ala., and Tampa, Fla. Nonallowance for elevation.

14799. *Jackson-Walker Coal & Material Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 9, 1911. Refund of $12.70 on shipment of coal from Yankee, N. Mex., to Sterling, Kans. Excessive rate.

14800. *Fort Wayne Rolling Mill Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 24, 1911. Refund of $13.59 on three shipments of bar iron from Fort Wayne, Ind., to Columbus, Ohio. Excessive rate.

14803. *Northern Illinois Cereal Co.* v. *Chicago & Alton R. R. Co.* November 9, 1911. Refund of $16.33 on shipment of oat hulls from Lockport, Ill., to Springville, Pa. Excessive rate.

14804. *Galena-Signal Oil Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 10, 1911. Refund of $13 on one car of oil and grease from Franklin, Pa., to Nashville, Tenn. Excessive rate.

14806. *Galena-Signal Oil Co.* v. *Erie R. R. Co.* March 18, 1911. Refund of $162.06 on shipments of petroleum oil from Franklin, Pa., to Nashville, Tenn. Excessive rate.

14807. *National Tube Co.* v. *New York, Chicago & St. Louis R. R. Co.* February 24, 1911. Refund of $12.70 on one car of wrought pipe from Lorain, Ohio, to Shreveport, La. Excessive rate.

14809. *Herbert Shaw* v. *New York, Ontario & Western Ry. Co.* March 16, 1911. Refund of $15.21 on shipment of stone from Merrickville, N. Y., to Weehawken, N. J. Excessive rate.

14810. *Wisconsin Chair Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 10, 1911. Refund of $5.76 on one car of chairs from Port Washington, Wis., to Joplin, Mo. Excessive rate.

14815. *Fairbanks, Morse & Co.* v. *Chicago & North Western Ry. Co.* June 14, 1911. Refund of $14.58 on one car of pumps from Elkhart, Ind., to Beloit, Wis. Excessive rate.

14827. *John Scurich & Co.* v. *Southern Pacific Co.* March 11, 1911. Refund of $850.52 on shipments of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

14833. *S. P. Cikuth* v. *Southern Pacific Co.* March 11, 1911. Refund of $437.29 on three cars of apples from Watsonville, Cal. to New York, N. Y. Excessive rate.

14835. *Southwestern Roofing Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* March 4, 1911. Refund of $90 on shipment of roofing paper from Chicago, Ill., to Houston, Tex. Excessive rate.

14837. *Idaho Red Cedar Post & Shingle Co.* v. *Northern Pacific Ry. Co.* Refund of $16.84 on two cars of posts from Kings, Idaho, to Rigby, Idaho. Excessive rate.

14839. *Gladding McBean & Co.* v. *Southern Pacific Co.* February 24, 1911. Refund of $307.32 on nine cars of sewer pipe from Lincoln, Nebr., to Winnemucca, Nev. Excessive minimum weight.

14840. *N. Clark & Sons* v. *Southern Pacific Co.* February 24, 1911. Refund of $72.75 on two cars of sewer pipe from West Alameda, Cal., to Winnemucca, Nev. Excessive minimum weight.

14841. *Monrovia Feed & Fuel Co.* v. *Southern Pacific Co.* April 29, 1911. Refund of $37.52 and waive collection of $192.96 on one car of wood from Smurr, Ariz., to Monrovia, Cal. Excessive rate.

14842. *John Barkley & Co. (Ltd.)* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* April 3, 1911. Refund of $64.75 on one car of sugar from Elm Hall, La., to Beaumont, Tex. Excessive rate.

14843. *Pittock & Leadbetter Lumber Co.* v. *Oregon & Washington R. R. & Navigation Co.* April 17, 1911. Refund of $11.10 on one car of lumber from Vancouver, Wash., to Burley, Idaho. Excessive rate.

14844. *Otter Creek Lumber Co.* v. *Seaboard Air Line Ry. Co.* April 12, 1911. Refund of $34.91 on three cars of lumber from Otter Creek, Fla., to Gravesend, Long Island. Excessive rate.

14845. *Pittock & Leadbetter Lumber Co.* v. *Oregon & Washington R. R. & Navigation Co.* April 4, 1911. Refund of $14.64 on one car of lumber from Vancouver, Wash., to American Falls, Idaho. Excessive rate.

14846. *W. A. Hall Co.* v. *Northern Pacific Ry. Co.* March 28, 1911. Refund of $89.25 and waive collection of $51 on two cars of canned goods from Hayward, Cal., to Gardiner, Mont. Excessive rate.

14847. *Emerson-Brantingham Co.* v. *Atchison, Topeka & Sante Fe Ry. Co.* April 17, 1911. Refund of $4.80 on one car of agricultural implements from Rockford, Ill., to Richmond, Mo. Excessive rate.

14848. *Louisville Fire Brick Works* v. *Baltimore & Ohio Southwestern R. R. Co.* March 1, 1911. Refund of $135.91 on five cars of brick and clay from Louisville, Ky., to Medora, Ind. Excessive rate.

14850. *Lisco Mercantile Co.* v. *Union Pacific R. R. Co.* February 25, 1911. Refund of $17.41 on one car of posts from Cabinet, Idaho, to Lisco, Nebr. Excessive rate.

14851. *Menasha Paper Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* March 11, 1911. Refund of $17.06 on one car of wrapping paper from Ashland, Wis., to Chicago, Ill. Excessive rate.

14852. *Western Electric Co.* v. *New York, Chicago & St. Louis R. R. Co.* April 17, 1911. Refund of $6.49 on nine cars of manganese ore from Chicago, Ill., to Fremont, Ohio. Excessive rate.

14853. *Chicago Mill & Lumber Co.* v. *Southern Ry. Co. in Mississippi.* March 4, 1911. Refund of $7.50 on one car of lumber from Greenville, Miss., to Buffalo, N. Y. Excessive rate.

14855. *B. J. Vaughn* v. *Chicago, Rock Island & Pacific Ry. Co.* August 10, 1911. Refund of $11.95 on one car of hogs from Gumbo Pit, Okla., to North Fort Worth, Tex. Excessive rate.

14856. *National Tube Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 24, 1911. Refund of $7.20 on one car of wrought pipe from Lorain, Ohio, to Shreveport, La. Excessive rate.

14859. *Pacific Bone, Coal & Fertilizer Co.* v. *Southern Pacific Co.* July 25, 1911. Refund of $19.68 on one car of bones from Deeth, Nev., to Bay Shore, Cal. Excessive rate.

14860. *Pioneer Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 4, 1911. Refund of $14 on one car of flour from Plainwell, Mich., to Keokuk, Iowa. Excessive rate.

14861. *Baker & Hamilton* v. *Southern Pacific Co.* April 12, 1911. Refund of $14.23 on four shipments of coal from Conemaugh Scale, Pa., to San Francisco and Sacramento, Cal. Nonallowance from mine weight.

14862. *Spreckels Sugar Co.* v. *Southern Pacific Co.* April 12, 1911. Refund of $3.57 on shipment of coal from Conemaugh Scale, Pa., to Salmas, Cal. Nonallowance from mine weight.

14863. *W. D. Armstrong* v. *Missouri, Kansas & Texas Ry. Co.* March 1, 1911. Refund of $8.68 on two cars of coal from Greenwood, Ark., to Kansas City, Mo. Excessive rate.

14865. *St. Louis Star* v. *Illinois Traction System.* March 10, 1911. Waive collection of $402.72 on shipments of newspapers from St. Louis, Mo., to Illinois points. Excessive rate.

14866. *Ray Consolidated Copper Co.* v. *Arizona Eastern R. R. Co.* March 2, 1911. Refund of $585.34 on two cars of bridge iron from Chicago, Ill., to Kelvin, Ariz. Excessive rate.

14868. *Westchester Hardwood Co.* v. *New York, Susquehanna & Western R. R. Co.* March 21, 1911. Refund of $5.69 on one car of cordwood from Butler, N. J., to New York, N. Y. Excessive rate.

14870. *J. H. Palmer* v. *Chicago & Eastern Illinois R. R. Co.* April 3, 1911. Refund of $162.70 on nine cars of sand and gravel from Rob Roy, Ind., to Watseka, Ill. Excessive rate.

14871. *Wisconsin Chair Co.* v. *Southern Pacific Co.* March 3, 1911. Refund of $125.26 on shipment of chairs from Port Washington, Wis., to San Francisco, Cal. Excessive rate.

14873. *T. D. Fritch & Sons* v. *Central R. R. Co. of New Jersey.* April 8, 1911. Refund of $16.72 on four shipments of rye flour from Bethlehem, Pa., to New York Harbor. Excessive rate.

14876. *West Side Lumber Co.* v. *Chicago & Alton R. R. Co.* June 22, 1911. Waive collection of $21.60 on shipment of draintile from Kankakee, Ill., to Blue Springs, Mo. Excessive rate.

14877. *G. Ober & Sons Co.* v. *Baltimore Steam Packet Co.* April 5, 1911, Refund of $30 on one car of bags from Baltimore, Md., to Powellsville, N. C. Excessive rate.

14878. *J. B. McCollough* v. *Southern Pacific Co.* June 26, 1911. Refund of $0.98 on shipment of alcohol from St. Louis, Mo., to Reno, Nev. Excessive rate due to valuation.

14879. *American Tobacco Co.* v. *Southern Ry. Co.* April 17, 1911. Refund of $18.04 on shipments of tobacco from Louisville, Ky., to Fort Smith and Mansfield, Ark. Excessive rate.

14880. *Earl Fruit Co.* v. *Southern Pacific Co.* March 11, 1911. Refund of $134.40 on one car of apples from Sebastopol, Cal., to New York, N. Y. Excessive rate.

14882. *Lackawanna Steel Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* March 28, 1911. Refund of $202.01 on two shipments of tie plates from Itasca Dock, Wis., to St. Paul, Minn. Excessive rate.

14884. *Arthur Delapierre (Inc.)* v. *Mobile & Ohio R. R. Co.* March 4, 1911. Refund of $80.25 on one car of tent pins and handles from Pyland, Miss., to New Orleans, La. Excessive rate.

14885. *A. D. Adair & McCarty Bros.* v. *Southern Ry. Co.* March 2, 1911. Refund of $35 on three cars of acid phosphate from McCarty, Tenn., to Chilhowie, Va. Excessive rate.

14886. *Lindale Canning Co.* v. *International & Great Northern Ry. Co.* April 4, 1911. Refund of $148.50 on one car of canned goods from Lindale, Tex., to Oklahoma City, Okla. Excessive rate.

14889. *Webb & Maury* v. *Illinois Central R. R. Co.* March 4, 1911. Refund of $9.04 on two cars of oats and corn from Seymour and Savoy, Ill., to Memphis, Tenn., for reshipment. Excessive rate.

14891. *Southern Cotton Oil Co.* v. *Chicago, Burlington & Quincy R. R. Co.* March 4, 1911. Refund of $10.42 on one car of lard substitute from Chicago, Ill., to Arkansas City, Kans. Excessive rate.

14895. *John B. Gould* v. *New York, Susquehanna & Western R. R. Co.* March 16, 1911. Refund of $13.13 on two cars of cordwood from Butler, N. J., to New York, N. Y. Excessive rate.

14896. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* October 17, 1911. Refund of $23.66 on two shipments of gasoline from Buffalo, N. Y., to New Boston and Mendota, Ill. Excessive rate.

14899. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* August 10, 1911. Refund of $42.98 on three shipments of gasoline from Buffalo, N. Y., to Clinton, Iowa, and Mount Carroll, Ill. Excessive rate.

14900. *Wynnewood Lumber Co.* v. *Atlantic Coast Line R. R. Co.* February 25, 1911. Refund of $275.05 on shipments of box shook material from Wananish, N. C., to Wilmington, N. C., to be manufactured and reshipped. Excessive rate.

14901. *Geo. R. Jenkins & Co.* v. *Illinois Central R. R. Co.* March 4, 1911. Refund of $77.82 on shipment of naphtha from New Orleans, La., to Marion, Ill. Excessive rate.

14903. *A. Marx & Sons* v. *Illinois Central R. R. Co.* March 3, 1911. Refund of $36.22 on two shipments of scrap iron from New Orleans, La., to Brankenridge, Pa. Excessive rate.

14904. *Birdsell Manufacturing Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 17, 1911. Refund of $7.68 on shipment of farm wagons from South Bend, Ind., to New Milford, Conn. Excessive rate.

14908. *The Watt Mining Car Wheel Co.* v. *Baltimore & Ohio R. R. Co.* May 13, 1911. Refund of $11.60 on shipment of scrap iron from Barnesville, Ohio, to Connellsville, Pa. Excessive rate.

14914. *L. I. Bregman & Co.* v. *Lake Shore & Michigan Southern Ry. Co.* March 4, 1911. Refund of $11.43 on two shipments of scrap iron from Chicago, Ill., to Indiana Harbor, Ind. Excessive rate.

14921. *Trenton Bone & Fertilizer Co.* v. *Pennsylvania R. R. Co.* March 1, 1911. Refund of $43.95 on four cars of muriate potash from Philadelphia, Pa., to Trenton, N. J. Excessive rate.

14923. *New Etna Coal Co.* v. *Nashville, Chattanooga & St. Louis Ry.* April 17, 1911. Refund of $18.92 on one car of coal from Whiteside, Tenn., to Memphis, Tenn. Excessive rate.

14927. *Chess & Wymond Co.* v. *Vicksburg, Shreveport & Pacific Ry. Co.* March 13, 1911. Refund of $428.67 on 29 cars of heading from Holly Ridge, La., to Louisville, Ky. Excessive rate.

14928. *Duluth Log Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 17, 1911. Refund of $61.62 on four shipments of ties from Duluth, Minn., to Rothschilds, Wis. Excessive rate.

14930. *Gamble-Robinson Commission Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 17, 1911. Refund of $26.35 on shipment of strawberries from Van Buren, Ark., to Mankato, Minn. Excessive rate.

14931. *Hunkins-Willis Lime & Cement Co.* v. *Missouri Pacific Ry. Co.* July 22, 1911. Refund of $33 on two shipments of plaster from Blue Rapids, Kans., to Howards, Mo. Excessive rate.

14932. *Chanute Window Glass Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 2, 1911. Refund of $76.22 on six shipments of sand from Pacific, Mo., to Chanute, Kans. Excessive rate.

14933. *Vermont Farm Machine Co.* v. *Rutland R. R. Co.* June 7, 1911. Refund of $23.94 on shipment of machinery from Bellows Falls, Vt., to La Crosse, Wis. Larger car being furnished than ordered.

14934. *Thompson & McClure* v. *Southern Ry. Co. in Mississippi.* August 11, 1911. Refund of $44.28 on four cars of lumber from Mattoon, Miss., to New Orleans, La., for export. Excessive rate.

14936. *Floriston Pulp & Paper Co.* v. *Southern Pacific Co.* April 7, 1911. Refund of $36.01 on one car of wrapping paper from Floriston, Cal., to Salt Lake City, Utah. Excessive rate.

14937. *New Idria Quicksilver Mining Co.* v. *Southern Pacific Co.* April 12, 1911. Refund of $3.32 on one car of coal from Conemaugh Scale, Pa., to Tres Pinos, Cal. Deduction of 1 per cent from mine weights.

14940. *California Sugar & White Pine Agency* v. *Western Pacific Ry. Co.* March 23, 1911. Refund of $141.80 on one car of lumber from Mabie, Cal., to Laramie, Wyo. Excessive rate.

14942. *Valier & Spies Milling Co.* v. *Vandalia R. R. Co.* March 30, 1911. Refund of $69.46 on four cars of flour from St. Jacob, Ill., to Memphis, Tenn. Excessive rate.

14945. *E. P. Stacy & Son* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 8, 1911. Refund of $26.35 on shipment of strawberries from Van Buren, Ark., to Minneapolis, Minn. Excessive rate.

14950. *Hydraulic Press Brick Co.* v. *Washington Southern Ry. Co.* April 3, 1911. Refund of $60.50 on two cars of brick from Waterloo, Va., to New Rochelle, N. Y. Excessive rate.

14951. *National Tube Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 17, 1911. Refund of $51.25 on two cars of wrought pipe from Lorain, Ohio, to Mooringsport, Pa. Excessive rate.

14953. *Standard Oil Co.* v. *New Orleans & Northeastern R. R. Co.* March 29, 1911. Refund of $124.03 on shipment of rosin from Ellisville, Miss., to Whiting, Ind. Excessive rate.

14957. *Southern Cotton Oil Co.* v. *Atlantic Coast Line R. R. Co.* March 7, 1911. Refund of $5.38 on shipment of nitrate of soda from Charleston, S. C., to Gibson, N. C. Excessive minimum.

14958. *Seattle Fruit & Produce Auction Co.* v. *Oregon-Washington R. R. & Navigation Co.* April 17, 1911. Refund of $27.03 on shipment of vegetables from Los Angeles, Cal., to Seattle, Wash. Excessive rate.

14959. *M. R. Meadows* v. *Western Ry. of Alabama.* March 17, 1911. Refund of $38.15 on shipment of cowpeas from Opelika, Ala., to Richmond, Va. Excessive rate

14961. *E. V. Babcock & Co.* v. *Chicago & North Western Ry. Co.* March 15, 1911. Refund of $9.49 on one car of carpenters' moldings from Menominee, Mich., to Coraopolis, Pa. Excessive rate.

14962. *McCarroll Lumber Co.* v. *Illinois Central R. R. Co.* April 1, 1911. Refund of $6.48 on shipment of lumber from Hammond, La., to Lebanon, Ky. Excessive rate.

14965. *Sunderland Bros. Co.* v. *Union Pacific R. R. Co.* April 3, 1911. Refund of $5 on one car of cement from Iola, Kans., to Lewellen, Nebr. Excessive minimum weight.

14967. *Brazil Block Coal Co.* v. *Chicago & Eastern Illinois R. R. Co.* September 14, 1911. Refund of $6.53 on shipment of lumber from Marshfield, Ind., to Westville, Ill. Excessive rate.

14968. *International Harvester Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 4, 1911. Refund of $8 on one traction engine from Parsons, Kans., to Nevada, Mo. Excessive rate.

14970. *Du Pont Powder Co.* v. *Chicago & North Western Ry. Co.* March 17, 1911. Refund of $175.27 on two cars of fuse from Avon, Conn., to Ironwood, Mich. Excessive minimum weight.

14972. *Missouri Valley Milling Co.* v. *Northern Pacific Ry. Co.* June 7, 1911. Refund of $112.50 on two cars of flour from Mandan, N. Dak., to Ogden, Utah. Excessive rate.

14973. *Diamond Match Co.* v. *Michigan Central R. R. Co.* March 10, 1911. Refund of $30.44 on one car of matches from Detroit, Mich., to McAlester, Okla. Excessive rate.

14974. *Pacific Pea Packing Co.* v. *Southern Pacific Co.* April 17, 1911. Refund of $141.05 on one car of seed peas from Ogden, Utah, to Oakdale, Cal. Excessive rate.

14975. *Neustadter Bros.* v. *Southern Pacific Co.* March 21, 1911. Refund of $30.11 on 18 cars of hosiery from Port Huron, Mich., to San Francisco, Cal. Excessive rate.

14976. *A. W. Miles & Co.* v. *Northern Pacific Ry. Co.* March 18, 1911. Refund of $6 on one car of vehicles from Moline, Ill., to Livingston, Mont. Excessive rate.

14978. *Sunderland Bros. Co.* v. *Union Pacific R. R. Co.* April 7, 1911. Refund of $11.68 on one car of coal from Tioga, Colo., to Lisco, Nebr. Excessive rate.

14980. *J. W. Ellison, Son & Co. (Inc.)* v. *Norfolk & Western Ry. Co.* March 14, 1911. Refund of $8.76 on two shipments of straw from Crimora, Va., to Tamaqua and Ashland, Pa. Excessive rate.

14984. *W. W. Williams* v. *Southern Pacific Co.* March 21, 1911. Refund of $32.12 on four cars of jute bags and twine from San Francisco, Cal., to Fallon, Nev. Excessive rate.

14985. *Newport Mill Co.* v. *Southern Ry. Co.* August 2, 1911. Refund of $60.48 on shipment of oats from Loudon, Tenn., to Memphis, Tenn. Excessive rate.

14987. *Warren Oil, Ice & Fertilizer Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 17, 1911. Refund of $103.53 on shipment of cottonseed from Royville, Iowa, to Warren, Ark. Excessive rate.

14989. *Rumble & Wensel Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* May 22, 1911. Refund of $54.25 on shipment of cotton from Oak Ridge, La., to Natchez, Miss. Excessive rate.

14990. *Norton Co.* v. *New York Central & Hudson River R. R. Co.* March 24, 1911. Refund of $16.32 on shipment of coke from Moss Creek, Pa., to Worcester, Mass. Excessive rate.

14991. *L. I. Bregman & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* June 26, 1911. Refund of $12.96 on shipment of scrap iron from Beloit, Wis., to Terre Haute, Ind. Excessive rate.

14993. *Valley Produce Co.* v. *Pere Marquette R. R. Co.* March 29, 1911. Refund of $3.30 on shipment of baled hay from Unionville, Mich., to South Boston, Mass. Excessive rate.

14994. *Althouse-Wheeler Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 4, 1911. Refund of $10.85 on shipment of implements from Waupun, Wis., to Minneapolis, Minn. Excessive rate.

14995. *Bartlesville Zinc Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 29, 1911. Refund of $43.75 on shipment of coke dust from Milwaukee, Wis., to Bartlesville, Okla. Excessive rate.

14998. *Pioneer Pole & Shaft Co.* v. *Illinois Central R. R. Co.* April 8, 1911. Refund of $9.80 on shipment of lumber from Cairo, Ill., to Windsor, Ontario. Excessive rate.

15003. *American Tobacco Co.* v. *Cleveland, Cincinnati, Chicago, & St. Louis Ry. Co.* March 24, 1911. Refund of $115.78 on 50 shipments of tobacco from Louisville, Ky., to Middletown, Ohio. Excessive rate.

15005. *National Tube Co.* v. *Delaware, Lackawanna & Western R. R. Co.* March 6, 1911. Refund of $76.70 on shipment of boiler tubes from Syracuse, N. Y., to Corinth, Miss. Excessive rate.

15006. *Jacoby & Son Co.* v. *Central R. R. Co. of New Jersey.* March 4, 1911. Refund of $14.59 on shipment of marble from Jersey City Lighterage to Philadelphia, Pa. Excessive rate.

15007. *Booth-Kelly Lumber Co.* v. *Southern Pacific Co. Lines in Oregon.* April 17, 1911. Refund of $409.54 on eight shipments of mining timbers from Wendling, Oreg., to Kennet, Cal. Excessive rate.

15008. *C. D. Hartnett & Co.* v. *Southern Pacific Co.* March 11, 1911. Refund of $46.21 on shipment of apples from Watsonville, Cal., to Weatherford, Tex. Excessive rate.

15009. *Ridenour Baker Grocery Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* March 24, 1911. Refund of $15 on shipment of rice from Vidalia, La., to Kansas City, Mo. Excessive rate.

15015. *United Produce Co.* v. *Central R. R. Co. of New Jersey.* March 25, 1911. Refund of $66.51 on shipments of potatoes from Wickatunk, Bradavelt, etc., N. J., to New York, N. Y. Excessive minimum.

15017. *Virginia-Carolina Chemical Co.* v. *Seaboard Air Line Ry.* March 24, 1911. Refund of $307.57 on 12 shipments of beet-sugar residue from Bay City, Mich., to Charlotte, N. C. Excessive rate.

15019. *Stock Yards Cotton & Linseed Meal Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 25, 1911. Refund of $54.06 and waive collection of $423.85 on two shipments of cottonseed cake from Bartlett, Tex., to Hanover, Kans. Excessive rate.

15020. *Cloquet Box Co.* v. *Northern Pacific Ry. Co.* August 2, 1911. Refund of $24.01 on two shipments of box shooks from Cloquet, Minn., to Chicago, Ill. Excessive rate.

15021. *The H. B. King Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 11, 1911. Refund of $46.92 on shipment of apples from Watsonville, Cal., to Pueblo, Colo. Excessive rate.

15022. *Marshall Car Wheel & Foundry Co.* v. *Texas & Pacific Ry. Co.* April 7, 1911. Refund of $60 on one car of scrap wheels from Burton, La., to Marshall, Tex. Excessive rate.

15023. *H. Bram & Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 11, 1911. Refund of $5.90 on shipment of whisky from Carrollton, Ky., to Fort Worth, Tex. Excessive rate.

15025. *Pastorino & Schiappacasse* v. *Michigan Central R. R. Co.* March 11, 1911. Refund of $14.40 on shipment of grapes from Baroda, Mich., to Milwaukee, Wis. Excessive rate.

15027. *National Tube Co.* v. *Delaware, Lackawanna & Western R. R. Co.* March 10, 1911. Refund of $62.70 on one car of boiler tubes from Syracuse, N. Y., to Jackson, Tenn. Excessive rate.

15028. *Hutchinson Produce Co.* v. *Great Northern Express Co.* May 11, 1911. Refund of $109.25 on shipment of dressed poultry from Hutchinson, Minn., to Salt Lake City, Utah. Excessive rate.

15029. *H. W. Rogers & Bro.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 5, 1911. Refund of $53.50 on two cars of wheat from South Chicago, Ill., to Kansas City, Mo. Excessive rate.

15030. *Dain Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 22, 1911. Refund of $7.54 on one car of agricultural implements from Ottumwa, Iowa, to Omaha, Nebr. Excessive rate.

15035. *A. F. Anderson* v. *Grand Rapids & Indiana Ry. Co.* September 18, 1911. Refund of $18.12 on shipment of lumber from South Boardman, Mich., to Hudson, Wis. Excessive rate.

15038. *G. E. Patteson & Co.* v. *Illinois Central R. R. Co.* March 18, 1911. Refund of $131.96 on 12 cars of corn and oats from Illinois and Iowa points to Memphis, Tenn., for reshipment. Excessive rate.

15042. *American Steel & Wire Co.* v. *Toledo, St. Louis & Western Ry. Co.* March 30, 1911. Refund of $10 on four cars of spelter from St. Louis, Mo., to Allentown, Pa. Excessive rate.

15049. *Simon Bache & Co.* v. *Southern Ry. Co.* March 7, 1911. Refund of $121.59 and waive collection of $0.81 on two shipments of cedar logs from Russellville, Ala., to Savannah, Ga. Excessive rate.

15050. *J. B. Wilson* v. *St. Louis, San Francisco & Texas Ry. Co.* March 10, 1911. Waive collection of $32.40 on one car of gravel from Randolph, Okla., to Sherman, Tex. Excessive rate.

15056. *Mason Lumber & Coal Co.* v. *Nevada Copper Belt R. R. Co.* April 17, 1911. Refund of $21.50 on shipment of cordwood from Truckee, Cal., to Mason, Nev. Excessive rate.

15057. *International Salt Co. of New York* v. *Atlantic Coast Line R. R. Co.* April 10, 1911. Refund of $5 on shipment of salt from Savannah, Ga., to Ozark, Ala. Excessive rate.

15058. *Ford Grain Co.* v. *Spokane, Portland & Seattle Ry. Co.* March 7, 1911. Refund of $131.96 on 12 cars of wheat from Lamont, Wash., to Portland, Oreg. Excessive rate.

15059. *Pennsylvania Salt Manufacturing Co.* v. *Pennsylvania R. R. Co.* March 22, 1911. Refund of $4 on one car of copperas from Natrona, Pa., to New York, N. Y. Excessive rate.

15060. *Goodman Produce Co.* v. *Southern Pacific Co.* April 7, 1911. Refund of $35.54 on one car of fruit from Los Angeles, Cal., to El Paso, Tex. Excessive rate.

15061. *Griswold Seed Co. and Howard & Barnett* v. *Chicago, Burlington & Quincy R. R. Co.* August 10, 1911. Waive collection of $311.95 on shipments of potatoes from points in Minnesota to Lincoln, Nebr. Excessive rate.

15062. *National Tube Co.* v. *Pennsylvania R. R. Co.* March 17, 1911. Refund of $15 on one car of iron pipe from McKeesport, Pa., to Newnan, Ga. Excessive rate.

15063. *Bessemer Limestone Co.* v. *Pennsylvania Co.* May 3, 1911. Refund of $221.09 on 20 cars of brick from Walford, Pa., to Greenville, Mich. Excessive rate.

15064. *American Steel & Wire Co.* v. *Minneapolis & St. Louis R. R. Co.* March 21, 1911. Refund of $13.19 on one car of wire, nails, staples, etc., from De Kalb, Ill., to Stratford, S. Dak. Excessive rate.

15065. *Massee & Felton Lumber Co.* v. *Central of Georgia Ry. Co.* March 30, 1911. Refund of $102.55 on three cars of lumber from Goshen, Ala. to Milwaukee, Wis. Milling in transit at Macon, Ga.

15066. *Security Flour Mills Co.* v. *Union Pacific R. R. Co.* June 19, 1911. Refund of $14.85 on one car of flour from Simpson, Kans., to Cameron, Mo., milled in transit at Abilene, Kans. Excessive rate.

15067. *Carnegie Steel Co.* v. *Pennsylvania Co.* March 17, 1911. Refund of $221.66 on 12 cars of bar and coiled steel from Youngstown, Ohio, to Port Chester, N. Y. Excessive rate.

15069. *Eljer Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 7, 1911. Refund of $262.71 on shipment of plumbers' earthenware from Cameron, W. Va., to San Francisco, Cal. Excessive rate.

15070. *Standard Oil Co.* v. *Illinois Terminal R. R. Co.* May 17, 1911. Refund of $747.22 on 15 cars of gasoline from Wood River, Ill., to Whiting, Ind. Excessive rate.

15073. *Balfour Guthrie & Co.* v. *Southern Pacific Co.* April 25, 1911. Refund of $67.65 on one car of oats from Turner, Oreg., to Hayward, Cal. Excessive rate.

15074. *Russell-Miller Milling Co.* v. *Northern Pacific Ry. Co.* March 24, 1911. Refund of $1,445.61 on nine shipments of flour from Dickinson, N. Dak., to Los Angeles and Sacramento, Cal. Excessive rate.

15077. *Burlington Elevator Co.* v. *Illinois Central R. R. Co.* March 23, 1911. Refund of $33.20 on account of nonallowance for elevation of grain at Peoria, Ill., shipped to Henderson, Ky.

15081. *California Fruit Canners Association* v. *Southern Pacific Co.* August 9, 1911. Refund of $60.85 and waive collection of $350 on one car of canned goods from San Francisco, Cal., to Mitchell, S. Dak. Excessive rate.

15082. *Martin Bros.* v. *Southern Pacific Co.* March 11, 1911. Refund of $49.47 on one car of apples from Watsonville, Cal., to Lockhart, Tex. Excessive rate.

15084. *National Tube Co.* v. *New York, Chicago & St. Louis R. R. Co.* April 29, 1911. Refund of $1.83 on one car of wrought pipe from Lorain, Ohio, to Casey, Ill. Excessive rate.

15088. *McHose & Pardoe* v. *Northern Pacific Ry. Co.* March 4, 1911. Refund of $13.62 on one car of tables from Fond du Lac, Wis., to Fargo, N. Dak. Excessive rate.

15089. *Harber Bros. Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* March 7, 1911. Refund of $4.48 on two shipments of buggies from Bloomington, Ill., to Brighton and Martinsburg, Iowa. Excessive rate.

15090. *Metropolitan Iron & Steel Co.* v. *New York Central & Hudson River R. R. Co.* April 12, 1911. Refund of $67.88 on three shipments of scrap iron from New York, N. Y., to Clinton, Mass. Excessive rate.

15092. *The T. S. Reed Grocery Co.* v. *Texas & New Orleans R. R. Co.* March 11, 1911. Refund of $45.19 on one car of apples from Watsonville, Cal., to Beaumont, Tex. Excessive rate.

15093. *W. H. Perrine & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 28, 1911. Refund of $2.89 on one car of corn from Stronghurst, Ill., to Revere, Mo. Excessive rate.

15094. *Virginia Manufacturing Co.* v. *Norfolk Southern R. R. Co.* November 3, 1911. Refund of $92.34 on one car of crushed stone from Suffolk, Va., to Peach Siding, N. C. Excessive rate.

15098. *H. C. Flint* v. *Oregon Short Line R. R. Co.* November 1, 1911. Refund of $85.31 on five shipments of coal from Rock Springs, Wyo., to Middleton, Idaho. Excessive rate.

15099. *T. H. Beaton* v. *Northern Pacific Ry. Co.* March 29, 1911. Refund of $45.85 on shipment of emigrant movables and cattle from Fargo, N. Dak., to Glendive, Mont. Excessive rate.

15102. *Ross Bros.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 20, 1911. Refund of $12 on shipment of oil meal from Minneapolis, Minn., to Wichita, Kans. Excessive rate.

15103. *W. O. King & Co.* v. *St. Louis Southwestern Ry. Co.* March 14, 1911. Refund of $4 on shipment of lumber from Luby, Mo., to Chicago, Ill. Excessive rate.

15105. *Western Supply Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* March 25, 1911. Refund of $5.94 on shipment of asbestos cement from Joliet, Ill., to St. Paul, Minn. Excessive rate.

15106. *Standard Oil Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* March 22, 1911. Refund of $65.27 on 12 cars of oil and gasoline from Whiting, Ind., to Waupaca, Wis. Excessive rate.

15108. *Pittsburg Steel Co.* v. *Delaware & Hudson Co.* November 16, 1911. Refund of $484 and waive collection of $40.80 on 31 cars of lime from Glen Falls, N. Y., to Monessen, Pa. Excessive rate.

15110. *Comet Gold Mining & Milling Co.* v. *Southern Pacific Co.* March 11, 1911. Refund of $458.30 on two cars of mining machinery from Washoe, Nev., to Le Grande, Cal. Excessive rate.

15112. *Joel Turney & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 31, 1911. Refund of $12.65 on shipment of farm wagons from Fairfield, Iowa, to Princeton, Mo. Excessive rate.

15114. *Baldwin, Prince & Co.* v. *Seaboard Air Line Ry.* April 28, 1911. Refund of $85.67 on two cars of cottonseed hulls from Mount Gilead, N. C., to Norfolk, Va. Excessive rate.

15116. *P. P. Williams Co.* v. *Missouri Pacific Ry. Co.* May 3, 1911. Refund of $1.68 on shipment of feed from Vicksburg, Miss., to Lebanon Spur, La. Excessive rate.

15117. *Wm. Ray* v. *Missouri, Kansas & Texas Ry. Co.* March 28, 1911. Refund of $9.90 on shipment of cattle from Fort Worth, Tex., to Krebs, Okla. Excessive rate.

15118. *Upham & Agler* v. *Chicago & North Western Ry. Co.* March 31, 1911. Refund of $1 on two cars of lumber from Antigo, Wis., to Chicago, Ill. Nonallowance for car stakes.

15119. *Andorra Nurseries* v. *Pennsylvania R. R. Co.* August 18, 1911. Refund of $32.80 on shipment of shrubs and trees from New York, N. Y., to Chestnut Hill, Philadelphia, Pa. Drayage due to misrouting.

15120. *Flynn-Harris-Bullard Co.* v. *Atlantic Coast Line R. R. Co.* August 1, 1911. Refund of $28.15 on 81 shipments of turpentine from various Florida points to Savannah, Ga. Excessive rate.

15122. *B. F. Avery & Sons* v. *St. Louis Southwestern Ry. Co.* May 13, 1911. Refund of $18.70 on shipments of implements and wagons from Louisville, Ky., to Houston, Tex. Excessive rate.

15123. *John Morrell & Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 1, 1911. Refund of $106.64 on shipment of packing-house products from Ottumwa, Iowa, to Spokane, Wash. Excessive rate.

15124. *Emerson Manufacturing Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 31, 1911. Refund of $6.05 on shipment of implements from Rockford, Ill., to Underwood, Iowa. Excessive rate.

15126. *Janesville Barb Wire Co.* v. *Illinois Central R. R. Co.* April 5, 1911. Refund of $27 on shipment of wire fence, nails, etc., from Janesville, Wis., to Sciota Mills, Ill. Excessive rate.

15127. *Fairbanks, Morse & Co.* v. *Lake Shore & Michigan Southern Ry. Co.* April 5, 1911. Refund of $7.96 on shipment of engine and parts from Erie, Pa., to Beloit, Wis. Excessive rate.

15128. *Malden Marble Works* v. *St. Louis Southwestern Ry. Co.* April 24, 1911. Refund of $1.05 and waive collection of $1.18 on two shipments of marble from Malden, Mo., to Piggott, Ark. Excessive rate.

15130. *F. J. Fabian Co.* v. *Oregon Short Line R. R. Co.* March 25, 1911. Refund of $97.50 on shipment of raisins from Fresno, Cal., to Pocatello, Idaho. Excessive rate.

15131. *Chesnutt Lumber Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* March 24, 1911. Refund of $12.66 on one car of lumber from Brewton, Ala., to Drake, Pa. Excessive rate.

15133. *Stengel & Rothschild* v. *Pennsylvania R. R. Co.* April 8, 1911. Refund of $193.37 on 14 cars of hides from New York, N. Y., to Newark, N. J. Excessive rate.

15134. *Dibrell Bros.* v. *Atlantic Coast Line R. R. Co.* March 24, 1911. Refund of $35.81 on two cars of tobacco from Danville, Va., to Wilson, N. C. Excessive rate.

15135. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* March 23, 1911. Refund of $22.12 on one car of shingles from Timberton, La., to Knoxville, Tenn. Excessive rate.

15136. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* March 22, 1911. Refund of $24 on one car of shingles from Excelsior, La., to Knoxville, Tenn. Excessive rate.

15138. *F. S. Royster Guano Co.* v. *Central of Georgia Ry. Co.* April 17, 1911. Refund of $114.66 on one car of fertilizer from Macon, Ga., to Powers, Ala. Excessive rate.

15139. *Bank of Krebs et al.* v. *Missouri, Kansas & Texas Ry. Co.* March 31, 1911. Waive collection of $39.60 on four cars of cattle from Fort Worth, Tex., to Krebs, Okla. Excessive rate.

15140. *Upham & Agler* v. *Chicago & North Western Ry. Co.* March 29, 1911. Refund of 80 cents on one car of lumber from Oshkosh, Wis., to Freeport, Ill., reconsigned to Rockford, Ill. Nonallowance for car stakes.

15142. *J. B. Edgar Grain Co.* v. *Illinois Central R. R. Co.* March 8, 1911. Refund of $1,104.38 on 51 cars of corn and oats from Illinois, Iowa, and Nebraska points to Memphis, Tenn., for reshipment. Excessive rate.

15143. *Longville Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* June 24, 1911. Refund of $100.58 on 18 shipments of lumber from Longville, La., to New Orleans, La., for export. Excessive rate.

15144. *Columbia Gold Mining Co.* v. *Northern Pacific Ry. Co.* April 5, 1911. Refund of $44 on one car of ore from Baker City, Oreg., to Tacoma, Wash. Excessive rate.

15146. *Geo. A. Rickard* v. *Lake Shore & Michigan Southern Ry. Co.* May 25, 1911. Refund of $2.02 on shipment of household goods from Kinsman, Ohio, to Pittsburgh, Pa. Larger car being furnished than ordered.

15147. *Davidson Mill & Elevator Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 12, 1911. Waive collection of $75.60 on one car of ground rice hulls from Bay City, Tex., to Muskogee, Okla. Excessive rate.

15148. *United States Leather Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 28, 1911. Refund of $10 on shipment of green salted hides from North Fort Worth, Tex., to Middlesboro, Ky. Excessive rate.

15149. *Continental Iron & Steel Co.* v. *Delaware, Lackawanna & Western R. R. Co.* April 17, 1911. Waive collection of $13.07 on shipment of steel turnings from Kingsland, N. J., to Harrisburg, Pa. Excessive rate.

15150. *Exchange Cotton & Linseed Meal Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 29, 1911. Refund of $20 on shipment of cottonseed cake from Prague, Okla., to Acres, Kans. Excessive rate.

15151. *Krauss Bros. Lumber Co.* v. *Illinois Central R. R. Co.* March 14, 1911. Refund of $8.12 on shipment of lumber from Brookhaven, Miss., to Taylorsville, Ky. Excessive rate.

15152. *Boise Fruit & Produce Co.* v. *Illinois Central R. R. Co.* March 15, 1911. Refund of $443.09 on four cars of bananas from New Orleans, La., to Boise, Idaho. Excessive rate.

15155. *Goodrich Bros. Hay & Grain Co.* v. *Grand Rapids & Indiana Ry. Co.* June 23, 1911. Refund of $4.21 on one car of oats from Snow Hill, Ind., to Cincinnati, Ohio. Excessive rate.

15161. *England, Walton & Co.* v. *Pennsylvania R. R. Co.* April 3, 1911. Refund of $97.43 on one car of green salted hides from West Philadelphia Stock Yards, Pa., to Newport, Tenn. Excessive rate.

15169. *Lawrence & Hamilton Feed Co.* v. *New Orleans & Northeastern R. R. Co.* March 25, 1911. Refund of $6.30 on shipment of feed from New Orleans, La., to West Monroe, La. Excessive rate.

15171. *Geo. E. Cobb Selling Co.* v. *Chicago, Burlington & Quincy R. R. Co.* June 5, 1911. Refund of $7.17 on one car of coal from Mineral, Kans., to Nickerson, Nebr. Excessive rate.

15172. *Forbes Wool Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 14, 1911. Refund of $231.68 on five cars of wool from Capulin, N. Mex., to Trinidad, Colo. Excessive rate.

15175. *F. G. Wright Fur Co.* v. *Adams Express Co.* June 16, 1911. Refund of $28.27 on two cars of furs from Nashville, Tenn., to New York, N. Y. Excessive rate.

15176. *Lewis Sears Paper Co.* v. *Northern Pacific Ry. Co.* April 10, 1911. Refund of $4.87 and waive collection of $133.25 on one car of building paper and asbestos cement from Erie, Pa., to Seattle, Wash. Excessive rate.

15177. *Southern Bitulithic Co.* v. *Alabama Great Southern R. R. Co.* March 24, 1911. Refund of $947.91 on six cars of crushed stone from Dowdle, Ala., to Shreveport, La. Excessive rate.

15181. *Frick-Reid Supply Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 25, 1911. Refund of $1.96 and waive collection of $45.61 on shipment of wrought pipe from Brackenridge, Pa., to Copan, Okla. Excessive rate.

15183. *Union Ice & Coal Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 18, 1911. Refund of $797.48 on 166 shipments of ice from Davenport, Iowa, to Rock Island, Ill. Excessive rate.

15185. *J. Sibbald* v. *Southern Pacific Co.* May 13, 1911. Refund of $42.63 on eight shipments of cattle from Garland, Utah, to Santa Rosa, Cal., fed in transit at Lovelocks, Nev. Excessive rate.

15186. *New State Iron & Supply Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* March 28, 1911. Refund of $103.33 on shipment of safety fuse from Simsbury, Conn., to McAlester, Okla. Excessive rate.

15187. *Plymouth Cordage Co.* v. *New York, New Haven & Hartford R. R. Co.* April 3, 1911. Refund of $12.60 on two shipments of binding twine from North Plymouth, Mass., to Kleinburg and Fergus, Ontario. Excessive rate.

15188. *Union Cooperage Co.* v. *Southern Pacific Co.* April 4, 1911. Refund of $602.06 on nine cars of staves and heads from Cosmopolis, Wash., to Maltha, Cal. Excessive rate.

15190. *John Deere Plow Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 28, 1911. Refund of $4.62 on shipment of agricultural implements from Moline, Ill., to Sedalia, Mo. Excessive rate.

15191. *J. S. Vaughn Lumber Co.* v. *St. Louis Southwestern Ry. Co.* March 27, 1911. Refund of $3 on three shipments of lumber from Marmaduke, Ark., to St. Louis, Mo. Excessive reconsigning charge.

15194. *Mineral Point Zinc Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 5, 1911. Refund of $14.99 on one car of spelter from Depue, Ill., to Johnstown, Pa. Excessive rate.

15197. *Du Pont Powder Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 3, 1911. Refund of $35.84 on one car of powder from Powder Works, Cal., to Supai, Ariz. Excessive rate.

15198. *H. B. King Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 29, 1911. Refund of $70.05 on one car of potatoes from Shawnee, Okla., to Rocky Ford, Colo. Excessive rate.

15202. *American Carbolite Sales Co.* v. *Northern Pacific Ry. Co.* May 6, 1911. Refund of $80.04 on 6 shipments of calcium carbide from Duluth, Minn., to Des Moines, Iowa. Excessive rate.

15205. *Southern Cotton Oil Co.* v. *Chicago, Burlington & Quincy R. R. Co.* March 31, 1911. Refund of $8.52 on shipment of lard substitutes from Chicago, Ill., to Hutchinson, Kans. Excessive rate.

15206. *Acme Cement Plaster Co.* v. *Missouri Pacific Ry Co.* April 17, 1911. Refund of $30.80 on shipment of cement plaster from Acme, N. Mex., to Monte Clare, Nebr. Excessive rate.

15207. *Samuel Cupples Wooden Ware Co.* v. *Bangor & Aroostook R. R. Co.* March 28, 1911. Refund of $40.25 on shipment of clothespins from Davidson, Me., to Richford, Vt. Excessive rate.

15208. *John J. Caine* v. *Seaboard Air Line Ry.* April 5, 1911. Refund of $70.73 on shipment of scrap iron from Savannah, Ga., to Wrightsville, Pa. Excessive rate.

15209. *McAlester Fuel Co.* v. *Missouri, Kansas & Texas Railway Co.* March 22, 1911. Refund of $30.27 on six cars of coal from Krebs, Okla., to St. Josephs, Mo. Excessive rate.

15210. *Oklahoma Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* March 31, 1911. Waive collection of $45.60 on five shipments of cement from Ada, Okla., to Denison, Tex. Excessive rate.

15212. *Glen Ayr Coal Co. and Martin Howe Coal Co.* v. *Vandalia R. R. Co.* June 6, 1911. Refund of $95.83 on two cars of coal from Glen, Ind., to Chicago, Ill. Excessive rate.

15213. *F. A. Cutting* v. *New York Central & Hudson River R. R. Co.* April 17, 1911. Refund of $8.40 on one car of bark from Natural Bridge, N. Y., to Woburn, Mass. Excessive rate.

15214. *F. A. Cutting* v. *New York Central & Hudson River R. R. Co.* March 31, 1911. Refund of $4.38 on one car of bark from Lyons Falls, N. Y., to Winchester, Mass. Excessive rate.

15215. *F. A. Cutting* v. *New York Central & Hudson River R. R. Co.* March 31, 1911. Refund of $4.41 on one car of bark from Parish, N. Y., to Winchester, Mass. Excessive rate.

15216. *Dry Pressed Brick Yards* v. *Great Northern Ry. Co.* March 31, 1911. Refund of $30.06 on two shipments of brick from Sand Point, Idaho, to Spokane, Wash. Excessive rate.

15217. *Powell & O'Rourke* v. *Illinois Central R. R.* March 18, 1911. Refund of $3 on shipment of grain from East St. Louis, Ill., to Augusta, Ga. Nonallowance for elevation.

15218. *C. F. Heisel* v. *Colorado & Southern Ry. Co.* March 31, 1911. Waive collection of $19.07 on shipment of gold ore from Breckenridge, Colo., to Cleveland, Ohio. Excessive rate.

15220. *Blythe, Fargo & Co.* v. *Oregon Short Line R. R. Co.* March 29, 1911. Refund of $85.48 on shipment of rice from Houston, Tex., to Kemmerer, Wyo. Excessive rate.

15221. *Camp Manufacturing Co.* v. *Seaboard Air Line Ry.* May 13, 1911. Refund of $9.83 on shipment of lumber from Franklin, Va., to Coney Island, N. Y. Excessive rate.

15222. *E. Eppstein & Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* March 25, 1911. Refund of $19.82 on one car of whisky from Burgin, Ky., to Dallas, Tex. Excessive rate.

15223. *Marsh Oil Co.* v. *Ocean S. S. Co. of Savannah.* April 8, 1911. Refund of $6.25 on one car of fertilizer from New York, N. Y., to Jacksonville, Fla. Excessive rate.

15227. *Garden City Grain & Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 1, 1911. Refund of $44.50 on one car of kaffir corn and cane seed from Garden City, Kans., to Lamar, Colo. Excessive rate.

15228. *Upham & Agler* v. *Chicago & North Western Ry. Co.* March 27, 1911. Refund of $2.65 on five shipments of lumber from various Wisconsin points to Chicago and Rockford, Ill. Nonallowance for stakes.

15229. *Robinson-Cofield Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 29, 1911. Refund of $217.61 on four cars of cattle from Cheraw, Colo., to Kansas City, Mo. Excessive rate.

15231. *Columbian Rope Co.* v. *New York Central & Hudson River R. R. Co.* April 17, 1911. Refund of $26.79 on one car of flax from New York, N. Y., to Auburn, N. Y. Excessive rate.

15232. *Edward Ford Plate Glass Co.* v. *Toledo, St. Louis & Western R. R. Co.* July 31, 1911. Refund of $26.35 on two cars of clay from St. Louis, Mo., to Toledo, Ohio. Excessive rate.

15234. *Detroit-Copper Mining Co.* v. *Wells Fargo & Co.* April 3, 1911. Refund of $14.40 on nine shipments of butter and cheese from Phoenix, Ariz., to Morenci, Ariz. Excessive rate.

15236. *Lovitt & Tatom* v. *Illinois Central R. R. Co.* March 21, 1911. Refund of $13.68 on shipment of meal from Decatur, Ill., to Hazelhurst, Miss., reshipped at Jackson, Miss. Excessive rate.

15241. *Vassar Hay & Produce Co.* v. *Pere Marquette R. R. Co.* March 28, 1911. Refund of $3.68 on one car of hay from Gifford, Mich., to South Providence, R. I. Excessive rate.

15248. *Colorado Portland Cement Co.* v. *Denver & Rio Grande R. R. Co.* July 25, 1911. Refund of $80.60 on shipment of plaster from Ruedi, Colo., to Green River, Utah. Excessive rate.

15249. *The Forbes Wool Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 31, 1911. Refund of $31.92 on four shipments of wool from Mile Post 94, N. Mex., to Trinidad, Colo. Excessive rate.

15255. *James Corner & Sons* v. *Baltimore Steam Packet Co.* April 18, 1911. Refund of $49.76 on shipments of turpentine from Verona, N. C., to Baltimore, Md. Excessive rate.

15257. *United States Crushed Stone Co.* v. *Pere Marquette R. R. Co.* March 28, 1911. Refund of $31.95 on three shipments of crushed stone from East Chicago, Ill., to Hill Top, Mich. Excessive rate.

15259. *W. B. Myrick* v. *Atlantic Coast Line R. R. Co.* April 17, 1911. Refund of $10.20 on shipment of agricultural lime from Suffolk, Va., to Como, N. C. Excessive rate.

15261. *Donk Bros. Coal & Coke Co.* v. *St. Louis, Troy & Eastern R. R. Co.* September 22, 1911. Refund of $3,120.21 on 475 cars of coal from Black Rock and Suspension Bridge, N. Y. Nonabsorption of switching charges at East St. Louis, Ill., and St. Louis, Mo.

15262. *Deroy & Kuhn Coal & Coke Co.* v. *St. Louis, Troy & Eastern R. R. Co.* October 31, 1911. Refund of $20.22 on three shipments of coal from Black Rock, N. Y., to St. Louis, Mo. Nonabsorption of switching charges.

15263. *Holzman Bros. Co.* v. *Pennsylvania R. R. Co.* March 21, 1911. Refund of $18 on shipment of wrapping paper from Rhinelander, Wis., to Baltimore, Md. Excessive rate.

15264. *J. P. Braycovich & Co.* v. *Southern Pacific Co.* March 21, 1911. Refund of $128 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

15265. *Bettendorf Axle Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 26, 1911. Refund of $21.29 on shipment of car castings from Davenport, Iowa, to Terre Haute, Ind. Excessive rate.

15267. *United States Cast Iron Pipe & Foundry Co.* v. *St. Louis & San Francisco R. R. Co.* March 28, 1911. Refund of $24.95 on two shipments of cast-iron pipe from Chattanooga, Tenn., to Crystal City, Mo. Excessive rate.

15268. *Southern Elevator Co.* v. *St. Louis & San Francisco R. R. Co.* April 17, 1911. Refund of $257.30 on 56 shipments of wheat to Texas points. Non-allowance for elevation at East St. Louis, Ill.

15273. *Pickering Lumber Co.* v. *Kansas City Southern Ry. Co.* May 1, 1911. Refund of $63.11 on two cars of lumber from Slabtown, La., to Grove, Okla. Excessive rate.

15280. *American Steel & Wire Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 28, 1911. Refund of $8.81 on one car of wire fencing from Cleveland, Ohio, to New York, N. Y., for Texas City, Tex. Excessive rate.

15281. *International Salt Co.* v. *Lehigh Valley R. R. Co.* May 13, 1911. Refund of $8.20 on one car of salt from Ludlowville, N. Y., to Millville, Pa. Excessive rate.

15282. *Farmer Farm* v. *Chicago, Rock Island & Pacific Ry. Co.* March 29, 1911. Refund of $17 on one car of hogs from Farmington, Minn., to Des Moines, Iowa. Excessive rate.

15287. *Colonial Sugars Co.* v. *Yazoo & Mississippi Valley R. R. Co.* April 5, 1911. Refund of $6.63 on one car of sugar from Gramercy, La., to Paragould, Ark. Excessive rate.

15288. *E. Harris Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 7, 1911. Refund of $48.02 on five cases of whisky from Owensboro, Ky., to Dallas, Tex. Excessive rate.

15289. *O. F. Haley Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 7, 1911. Refund of $412 on shipment of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

15290. *National Pole Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 17, 1911. Refund of $16.68 on one car of poles from Kelliher, Minn., to San Antonio, N. Mex. Excessive rate.

15291. *Worcester Salt Co.* v. *Michigan Central R. R. Co.* October 10, 1911. Refund of $27.03 on three cars of salt from Junction Yard, Mich., to Brighton, Ohio. Excessive rate.

15292. *Henderson-Longton Co.* v. *Southern Pacific Co.* July 5, 1911. Refund of $15.29 on one car of potatoes from Thomas, Oreg., to Chico, Cal. Excessive rate.

15293. *E. B. Welch Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 24, 1911. Refund of $18.78 on one car of box shooks from Albuquerque, N. Mex., to El Paso, Tex. Excessive rate.

15296. *C. H. Wells* v. *Southern Pacific Co.* August 1, 1911. Refund of $5.23 and waive collection of $38.50 on one car of asphaltum from Monarch, Cal., to El Paso, Tex. Excessive rate.

15298. *Oscar Harbert* v. *Eastern Ry. of New Mexico.* March 24, 1911. Waive collection of $7.50 on shipment of sand from River Stock Yards, N. Mex., to Elkins, N. Mex. Excessive rate.

15300. *Leece & Watterson* v. *Southern Pacific Co.* May 1, 1911. Refund of $3.78 on one traction engine from San Jose, Cal., to Laws, Cal. Excessive rate.

15301. *Pacific Lumber Co.* v. *Arizona Eastern R. R. Co.* May 22, 1911. Refund of $59.88 on shipment of lumber from Los Angeles, Cal., to Pearce, Ariz. Excessive rate.

15303. *Connell Bros.* v. *Southern Pacific Co.* March 28, 1911. Refund of $180.96 on seven cars of asphalt from Los Angeles, Cal., to San Pedro, Cal., for Portland, Oreg. Excessive rate.

15307. *Alabama Marble Co.* v. *Louisville & Nashville R. R. Co.* April 8, 1911. Refund of $8.40 on shipment of marble from Gautts Quarry, Ala., to Charlotte, N. C. Excessive rate.

15308. *James Henry* v. *Oregon-Washington R. R. & Navigation Co.* June 16, 1911. Refund of $50 on 10 cars of cattle and hogs from Joseph, Oreg., to Seattle, Wash. Excessive rate.

15311. *McDonald Bros.* v. *Missouri Pacific Ry. Co.* April 5, 1911. Refund of $1.22 and waive collection of $0.68 on shipment of wagon scales from Pleasant Hill, Mo., to Middletown, Iowa. Excessive rate.

15312. *Worth-Huskey Coal Co.* v. *Vandalia R. R. Co.* June 6, 1911. Refund of $20.93 on shipment of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

15313. *Lamb-Fish Lumber Co.* v. *Yazoo & Mississippi Valley R. R. Co.* April 17, 1911. Refund of $14.48 on shipment of shingles from Timberton, La., to Harrison, Miss., reconsigned to Charleston, Miss. Excessive rate.

15314. *S. Spengler* v. *Yazoo & Mississippi Valley R. R. Co.* April 14, 1911. Refund of $15.75 on one car of shingles from Timberton, La., to Vicksburg, Miss. Excessive rate.

15318. *Marshall-Wells Hardware Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* March 29, 1911. Refund of $13.41 on one car of bar iron from Duluth, Minn., to St. Paul, Minn. Excessive rate.

15319. *W. Durker* v. *Wells Fargo & Co.* June 23, 1911. Refund of $187.50 on one car of horses from Spokane, Wash., to Oakland, Cal. Excessive rate.

15320. *Leece & Waterson* v. *Southern Pacific Co.* May 22, 1911. Refund of $18.72 on four shipments of jute bags from San Francisco, Cal., to Laws, Cal. Excessive rate.

15321. *Proto Bros.* v. *Southern Pacific Co.* June 26, 1911. Refund of $76.79 on shipment of flour from Tucson, Ariz., to Nogales, Ariz. Excessive rate.

15322. *Rising & Nelson Slate Co.* v. *Delaware & Hudson Co.* March 28, 1911. Refund of $9.60 on one car of roofing slate from Paultney, Vt., to New York, N. Y. Excessive rate.

15323. *I. M. George* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 17, 1911. Refund of $77.88 on three shipments of sheep from Bellemont, Ariz., to Kingman, Ariz. Excessive rate.

15324. *Clarke & Butt* v. *Charleston & Western Carolina Ry. Co.* March 28, 1911. Refund of $4.29 on shipment of cotton from Willacoochee, Ga., to Augusta, Ga. Excessive rate.

15325. *Clayburgh & George* v. *Southern Pacific Co.* September 13, 1911. Refund of $39.15 on shipment of sheep from Minden, Nev., to San Francisco, Cal. Single-deck cars furnished.

15331. *Henry Maurer & Son* v. *Central R. R. Co. of New Jersey.* May 6, 1911. Refund of $433.60 on 19 shipments of hollow brick from Maurer, N. J., to Spring City, Pa. Excessive rate.

15332. *Hall & Wilson* v. *Chicago, Rock Island & Pacific Ry. Co.* July 8, 1911. Refund of $31.11 on 14 cars of cattle from Texhoma, Okla., to Greensburg, Kans. Excessive rate.

15333. *Wisconsin Chair Co.* v. *Illinois Central R. R. Co.* April 12, 1911. Refund of $207.16 on 11 cars of veneer from Mounds City, Ill., to Port Washington, Wis. Excessive rate.

15337. *American Tobacco Co.* v. *St. Louis & San Francisco R. R. Co.* August 11, 1911. Refund of $8.31 on nine shipments of tobacco from Louisville, Ky., to Fort Smith, Ark. Excessive rate.

15340. *Wendling Lumber Co.* v. *Southern Pacific Co.* May 17, 1911. Refund of $26 on one car of lumber from Newberg, Oreg., to Auburn, Cal. Excessive rate.

15341. *W. S. Dickey Clay Manufacturing Co.* v. *St. Louis & San Francisco R. R. Co.* April 8, 1911. Refund of $43.12 on one car of tile from Deepwater, Mo., to Durant, Okla. Excessive rate.

15342. *W. S. Dickey Clay Manufacturing Co.* v. *St. Louis & San Francisco R. R. Co.* April 17, 1911. Refund of $126 on three cars of tile from Deepwater, Mo., to Durant, Okla. Excessive rate.

15345. *Stillman, Wright & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 29, 1911. Refund of $74.15 on two shipments of buckwheat from Indiana, Pa., to Berlin, Wis. Excessive rate.

15348. *Geo. Ehrat & Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* August 24, 1911. Refund of $88.32 on shipments of cheese from Lomira, Wis., and Allentown, Wis., to Chicago, Ill. Excessive rate.

15349. *McPhee & McGinnity Co. v. Atchison, Topeka & Santa Fe Ry. Co.* March 28, 1911. Refund of $4.20 on one car of window glass from Wichita, Kans., to Denver, Colo. Excessive rate.

15351. *Humphreys, Godwin & Co.* v. *Illinois Central R. R. Co.* March 29, 1911. Refund of $4 on one car of cottonseed meal from Memphis, Tenn., to Indianapolis, Ind. Excessive rate.

15354. *Albert Miller & Co.* v. *Vicksburg, Shreveport & Pacific Ry. Co.* May 17, 1911. Refund of $64.98 on shipment of potatoes from Girard, La., to Joplin, Mo. Excessive rate.

15355. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* April 1, 1911. Refund of $19.32 on one car of shingles from Excelsior, La., to Huntsville, Ala. Excessive rate.

15357. *Pennsylvania Smelting Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 1, 1911. Refund of $22.59 on one car of lead ore from Mineral Point, Wis., to Carnegie, Pa. Excessive rate.

15358. *Kentucky Hardwood Flooring Co.* v. *Southern Ry. Co.* June 7, 1911. Refund of $27.20 on one car of lumber from Louisville, Ky., to Chicago, Ill. Excessive rate.

15360. *American Rolling Mill Co.* v. *New York, Chicago & St. Louis R. R. Co.* March 30, 1911. Refund of $10 on one car of scrap iron from Valparaiso, Ind., to Middletown, Ohio. Excessive rate.

15361. *Clinton Paving Brick Co. v. Chicago & Eastern R. R. Co.* April 17, 1911. Refund of $99.62 on 31 cars of building blocks from Clinton, Ind., to Freeport, Ill. Excessive rate.

15362. *Southwestern Mercantile Co.* v. *El Paso & Southwestern System.* March 29, 1911. Refund of $80.25 on two shipments of potatoes from Monte Vista, Colo., to Dawson, N. Mex. Excessive rate.

15364. *Alabama Chemical Co.* v. *Seaboard Air Line Ry. Co.* June 3, 1911. Waive collection of $10.51 on shipment of fertilizers from Montgomery, Ala., to Pine View, Ga. Excessive rate.

15366. *J. R. Hamilton* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $5.14 on one car of coal from Evansville, Ind., to Magnet, Ill. Excessive rate.

15367. *M. M. James* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $6.52 on four cars of coal from Evansville, Ind., to Greenup, Ill. Excessive rate.

15368. *J. R. Hamilton* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $11.16 on three cars of coal from Evansville, Ind., to Mattoon, Ill. Excessive rate.

15369. *C. Schwaller & Son* v. *Union Pacific R. R. Co.* April 5, 1911. Waive collection of $9.60 on one car of cedar posts from Kings, Idaho, to Hays, Kans. Excessive rate.

15370. *Garrett Nugent* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $3.95 on shipment of coal from Evansville, Ind., to Cabery, Ill. Excessive rate.

15371. *Guggenheim & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* March 28, 1911. Refund of $366.73 on one car of honey from Safford, Ariz., to Kansas City, Mo. Excessive rate.

15372. *W. A. Bours & Co.* v. *Atlantic Coast Line R. R. Co.* August 2, 1911. Refund of $24 on one car of beans from Jacksonville, Fla., to New Orleans, La. Excessive rate.

15374. *H. A. Park* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $4.04 on shipment of coal from Evansville, Ind., to Woosing, Ill. Excessive rate.

15375. *Delaware Clay Manufacturing Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* April 8, 1911. Refund of $630.26 on 71 cars of hollow brick from Delaware, Ohio, to Detroit, Mich. Excessive rate.

15378. *R. D. Winship & Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 17, 1911. Refund of $4.46 on one car of molasses from Brush, Cal., to Council Bluffs, Iowa. Excessive rate.

15379. *L. A. Reid* v. *Chicago & North Western Ry. Co.* June 3, 1911. Refund of $27.14 on shipment of discarded negatives from Cedar Rapids, Iowa, to Chicago, Ill. Excessive rate.

15381. *Montgomery Lumber Co.* v. *Southern Ry. Co.* April 8, 1911. Refund of $11.58 on shipment of lumber from Suffolk, Va., to Buffalo, Black Rock Station, N. Y. Excessive rate.

15383. *Moore Bros. Glass Co.* v. *West Jersey & Seashore R. R. Co.* June 16, 1911. Refund of $12 on two cars of bottles from Clayton, N. J., to East Cambridge, Mass. Excessive rate.

15386. *S. K. Chambers & Bro.* v. *Philadelphia, Baltimore & Washington R. R. Co.* April 4, 1911. Refund of $18.60 on three cars of wheat from Thompson, Del., to Philadelphia, Pa. Excessive rate.

15387. *Moore Bros. Glass Co.* v. *West Jersey & Seashore R. R. Co.* April 5, 1911. Refund of $11.20 on one car of fruit jars from Clayton, N. J., to New Haven, Conn. Excessive rate.

15388. *Martin, Casey & Co.* v. *St. Louis, San Francisco & Texas Ry. Co.* April 29, 1911. Refund of $21.78 on one car of whisky from Frankfort, Ky., to Fort Worth, Tex. Excessive rate.

15390. *Churchill Grain & Seed Co.* v. *Pennsylvania R. R. Co.* April 29, 1911. Refund of $11.83 on one car of corn from Buffalo, N. Y., to Lower Jamesburg, N. J. Excessive rate.

15391. *B. F. Billingsley* v. *Arizona & New Mexico Ry. Co.* April 17, 1911. Refund of $45.10 on three cars of flour from Lamar, Colo., to Duncan, Ariz. Excessive rate.

15393. *E. P. Stacy Fruit Co.* v. *Chicago & North Western Ry. Co.* May 1, 1911. Refund of $325.08 on shipment of peaches from New Castle, Cal., to Redfield, S. Dak. Excessive rate.

15394. *A. W. Burritt Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* April 18, 1911. Refund of $11.12 on one car of lumber from Norfolk, Va., to Gravesend, N. Y. Excessive rate.

15401. *Haskel & Barker Car Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* June 24, 1911. Refund of $32.90 on two shipments of truck frames from Bettendorf, Iowa, to Michigan City, Ind. Excessive rate.

15404. *Ford Brenner Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* August 28, 1911. Refund of $75.47 on eight cars of lumber from Robin, La., to New Orleans, La. Excessive rate.

15405. *Hughes & Co.* v. *Northern Pacific Ry. Co.* May 25, 1911. Refund of $111.04 on six shipments of radiators from Detroit, Mich., to Spokane, Wash. Excessive rate.

15406. *Hughes & Co.* v. *Northern Pacific Ry. Co.* May 24, 1911. Refund of $32.75 on shipment of heaters from Buffalo, N. Y., to Spokane, Wash. Excessive rate.

15408. *E. A. McGillivray* v. *Northwestern Pacific R. R. Co.* April 5, 1911. Refund of $30.13 on one car of gas reservoir material from Elmwood, Ohio, to Ukiah, Cal. Excessive rate.

15409. *E. A. McGillivray* v. *Northwestern Pacific R. R. Co.* April 5, 1911. Refund of $29.12 on one car of gas-reservoir material from Ivorydale, Ohio, to Ukiah, Cal. Excessive rate.

15410. *Ford Manufacturing Co.* v. *St. Louis & San Francisco R. R. Co.* May 17, 1911. Refund of $40.05 on three shipments of roofing paper from Vandalia, Ill., to Keifer and Oklahoma City, Okla. Excessive rate.

15411. *J. E. Stewart Produce Co.* v. *Missouri, Kansas & Texas Ry. Co.* May 22, 1911. Refund of $34.51 and waive collection of $0.67 on shipment of onions from McGuffy, Ohio, to Tulsa, Okla. Excessive rate.

15412. *Florida-Georgia Syrup Co.* v. *Georgia Southern & Florida Ry. Co.* April 29, 1911. Refund of $27.05 on one car of sirup from Lake City to Jacksonville, Fla. Excessive rate.

15413. *Casey-Swasey Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 3, 1911. Refund of $19.35 on one car of whisky from Chattanooga, Tenn., to Fort Worth, Tex. Excessive rate.

15414. *Harber Bros. Co.* v. *Illinois Central R. R. Co.* April 17, 1911. Refund of $10.22 on one car of agricultural implements from Bloomington, Ill., to Walcott, Iowa. Excessive rate.

15415. *Martin, Casey & Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 7, 1911. Refund of $18.41 on one car of whisky from Cincinnati, Ohio, to Fort Worth, Tex. Excessive rate.

15416. *W. J. Echols & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 1, 1911. Refund of $52.83 on shipment of sugar from New Orleans, La., to Booneville, Ark. Excessive rate.

15418. *Bokenfohr & Monahan* v. *Texas & New Orleans R. R. Co.* March 30, 1911. Refund of $46.39 on one car of apples from Watsonville, Cal., to Beaumont, Tex. Excessive rate.

15419. *Warren & Co.* v. *Northern Pacific Ry. Co.* August 23, 1911. Refund of $15.90 on two shipments of clay from Charlestown, Mass., to Little Falls, Minn. Excessive minimum.

15420. *Newton Chemical Co.* v. *Buffalo, Rochester & Pittsburgh Ry. Co.* June 13, 1911. Refund of $5.10 on shipment of wood from Bird, N. Y., to Newton, Pa. Excessive rate.

15423. *Continental Oil Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 28, 1911. Refund of $167.74 on two cars of oil from Sugar Creek, Mo., to Gallup, N. Mex. Excessive rate.

15428. *Wm. Farrell Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* April 29, 1911. Refund of $231.55 on 13 cars of lumber from Craigs Mill, Ark., to Milwaukee, Wis. Excessive rate.

15430. *M. P. Miller* v. *Northern Pacific Ry. Co.* April 10, 1911. Refund of $135.20 on two cars of mill feed from Moscow, Idaho, to Kahlotus, Wash. Excessive rate.

15431. *H. C. Allen* v. *Delaware & Hudson Co.* April 3, 1911. Refund of $39.30 on five cars of bark from Afton and Nineveh, N. Y., to Stroudsburg, Pa. Excessive rate.

15433. *Forged Steel Wheel Co.* v. *Lehigh Valley R. R. Co.* May 1, 1911. Refund of $126.26 and waive collection of $26.79 on 11 shipments of magnesite from New York, N. Y., to Butler, Pa. Excessive rate.

15434. *Chas. D. Smith* v. *Central R. R. Co. of New Jersey.* April 5, 1911. Refund of $41.65 on two shipments of manure from Bush Dock, N. Y., to Lamington, N. J. Excessive rate.

15435. *Burlington Pickle & Vinegar Works* v. *Chicago, Burlington & Quincy R. R. Co.* November 3, 1911. Refund of $78.06 on five cars of pickles from Lacota, Mich., to Burlington, Iowa. Excessive rate.

15436. *Miller-Cahoon Co.* v. *Oregon Short Line R. R. Co.* June 7, 1911. Refund of $29.04 on one car of implements from Murray, Utah, to Idaho Falls, Idaho. Excessive rate.

15443. *W. R. Pickering Lumber Co.* v. *Kansas City Southern Ry. Co.* May 11, 1911. Refund of $37.56 on shipment of lumber from Pickering, La., to Norcatur, Kans. Excessive rate.

15445. *Tiffany Enamelled Brick Co.* v. *Chicago & Eastern Illinois R. R. Co.* April 17, 1911. Refund of $978.13 and waive collection of $0.54 on 59 cars of clay from Saline City, Ind., to Momence, Ill. Excessive rate.

15449. *Deere & Webber Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry.* June 30, 1911. Refund of $48.95 on 34 cars of agricultrual implements from Richmond, Ind., to Minneapolis, Minn. Excessive rate.

15452. *M. V. Pista* v. *Southern Pacific Co.* April 5, 1911. Refund of $125.64 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

15457. *John Rippentrop* v. *Chicago, Milwaukee & St. Paul Ry. Co.* March 29, 1911. Refund of $39.33 on two shipments of cattle from South Omaha, Nebr., to Kings, Ill. Excessive rate.

15458. *Grand Forks Fruit Co.* v. *Great Northern Ry. Co.* March 29, 1911. Refund of $35.20 on five shipments of bananas from New Orleans, La., to Grand Forks, N. Dak. Excessive rate.

15459. *Nash Bros.* v. *Great Northern Ry. Co.* April 8, 1911. Refund of $9.44 on 15 shipments of bananas from New Orleans, La., to Grand Forks, N. Dak. Excessive rate.

15460. *Nash Bros.* v. *Great Northern Ry. Co.* March 29, 1911. Refund of $6.83 on shipment of bananas from New Orleans, La., to Grand Forks, N. Dak. Excessive rate.

15461. *Nash Bros.* v. *Great Northern Ry. Co.* March 29, 1911. Refund of $1.26 on two shipments of bananas from Mobile, Ala., to Grand Forks, N. Dak. Excessive rate.

15462. *Finch, Winslow, Carlisle Co.* v. *Great Northern Ry. Co.* March 29, 1911. Refund of $71.39 on 10 shipments of bananas from Mobile, Ala., to Grand Forks, N. Dak. Excessive rate.

15464. *Finch, Winslow, Carlisle Co.* v. *Great Northern Ry. Co.* April 8, 1911. Refund of $241.08 on 34 shipments of bananas from New Orleans, La., to Grand Forks, N. Dak. Excessive rate.

15465. *Anheuser-Busch Brewing Association* v. *St. Louis Southwestern Ry. Co.* June 24, 1911. Refund of $208 on shipment of empty beer packages from New Orleans, La., to St. Louis, Mo. Excessive rate.

15466. *Gilreath-Durham Co.* v. *Southern Ry. Co.* April 3, 1911. Refund of $24.36 on one car of tin cans from Baltimore, Md., to Greenville, S. C. Excessive minimum weight.

15467. *Urquhart Bros.* v. *Atlantic Coast Line R. R. Co.* May 24, 1911. Refund of $61.93 on two shipments of steel rails from Cofield, N. C., to Twenty-eight Mile Siding, Va. Excessive rate.

15468. *Naugle Pole & Tie Co.* v. *Chicago & North Western Ry. Co.* April 8, 1911. Refund of $0.65 on one car of poles from Dunham, Mich. to Cary Ill. Nonallowance for car stakes.

15469. *Galena Signal Oil Co.* v. *Lake Shore & Michigan Southern Ry. Co.* June 26, 1911. Refund of $87.26 on 13 cars of oil and one car of grease from Franklin, Pa., to Dalton, Ill. Excessive rate.

15470. *Barrett Manufacturing Co.* v. *Vandalia R. R. Co.* May 27, 1911. Refund of $27.65 on eight cars of coal from Brazil, Ind., to Peoria, Ill. Excessive rate.

15471. *Verdi Lumber Co.* v. *Southern Pacific Co.* May 27, 1911. Refund of $4.96 on one car of ice from Boca, Cal., to Verdi, Nev. Excessive rate.

15472. *Root Glass Co.* v. *Vandalia R. R. Co.* September 27, 1911. Refund of $4.96 on one car of bottles from Terre Haute, Ind., to Paducah, Ky. Excessive rate.

15479. *Crucible Steel Co. of America* v. *Pittsburgh & Lake Erie R. R. Co.* April 5, 1911. Refund of $102.43 on two shipments of car springs from McKees Rocks, Pa., to Knoxville, Tenn. Excessive rate.

15480. *Bickett Coal & Coke Co.* v. *Vandalia R. R. Co.* June 6, 1911. Refund of $44.29 on 13 cars of coal from South Linton, etc., Ind., to Chicago, Ill. Excessive rate.

15482. *Iola Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* June 23, 1911. Refund of $25 on one car of cement from Iola, Kans., to Egbert, Wyo. Excessive rate.

15483. *West Stockbridge Marble Works* v. *New York, New Haven & Hartford R. R. Co.* May 22, 1911. Refund of $62.73 on three cars of sand from Clinton, Conn., to West Stockbridge, Mass. Excessive rate.

15487. *Dreyfus Bros.* v. *Mobile & Ohio R. R. Co.* April 3, 1911. Refund of $1.76 on shipment of candy from Montgomery, Ala., to Opelousas, La. Excessive rate.

15488. *Ohio Valley Clay Co.* v. *Pennsylvania R. R. Co.* September 6, 1911. Refund of $7.16 on one car of broken fire brick from Eldred, Pa., to Steubenville, Ohio. Excessive rate.

15489. *Producers' Fruit Co.* v. *Southern Pacific Co.* April 5, 1911. Refund of $45 on one car of apples from Healdsburg, Cal., to New Orleans, La. Excessive rate.

15490. *E. O. Spielberg & Co.* v. *Chicago, Burlington & Quincy R. R. Co.* June 3, 1911. Refund of $7.99 on one car of nut coal from Mineral, Kans., to Winslow, Nebr. Excessive rate.

15491. *Omaha Valley Roller Mills* v. *Chicago, Burlington & Quincy R. R. Co.* May 22, 1911. Refund of $10.98 on one car of nut coal from Mineral, Kans., to Homer, Nebr. Excessive rate.

15492. *Southern Cotton Oil Co.* v. *Texas & Pacific Ry. Co.* April 5, 1911. Refund of $6 on one car of soap stock from Newport, Ark., to Gretna, La. Excessive rate.

15493. *Casey-Swasey Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 3, 1911. Refund of $42.30 on one car of whisky from Cincinnati, Ohio, to Fort Worth, Tex. Excessive rate.

15497. *J. R. Crowe Coal & Mining Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 19, 1911. Refund of $45.65 on one car of coal from Mulberry, Kans., to South Omaha, Nebr. Excessive rate.

15498. *Cumberland Telephone & Telegraph Co.* v. *Yazoo & Mississippi Valley R. R. Co.* July 31, 1911. Refund of $7.50 on one car of poles from Scotland, La., to Minden, La. Excessive rate.

15499. *Shirley Hill Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $76.53 on 23 cars of coal from South Linton, Ind., to Indiana Harbor, Ind. Excessive rate.

15504. *C. E. Perry* v. *Atlantic Coast Line R. R. Co.* March 31, 1911. Refund of $28.80 and waive collection of $12 on shipment of watermelons from Ridgeland, S. C., to Jersey City, N. J. Excessive rate.

15505. *W. O. King & Co.* v. *St. Louis Southwestern Ry. Co.* March 29, 1911. Refund of $4.62 on shipment of lumber from Luby, Mo., to Chicago, Ill. Excessive rate.

15506. *E. S. Greening & Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* June 3, 1911. Refund of $10.29 on two shipments of cotton from Hope, Ark., to Lewiston, Me. Excessive rate.

15509. *Carman Manufacturing Co.* v. *Northern Pacific Ry. Co.* April 5, 1911. Refund of $5.58 on shipment of chairs from South Ashburnham, Mass., to Spokane, Wash. Excessive rate.

15511. *Union Iron Works Co.* v. *Southern Pacific Co.* May 1, 1911. Refund of $103.74 on one car of mining machinery from San Francisco, Cal., to Clasoil, Mont. Excessive rate.

15514. *Louis Tussig & Co.* v. *Southern Pacific Co.* May 22, 1911. Refund of $5.46 on one car of whisky from San Francisco, Cal., to Virginia City, Nev. Excessive rate.

15517. *Earl Fruit Co.* v. *Southern Pacific Co.* April 4, 1911. Refund of $130.23 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

15519. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $22.33 on shipment of snapped corn from Leonville, La., to West, Tex. Excessive rate.

15520. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $39.27 on two cars of corn from Rayne and Leonville, La., to Greenville and Lewisville, Tex. Excessive rate.

15521. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $70.28 on two cars of corn from Abbeville, La., to Waxahachie, Tex. Excessive rate.

15522. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $18 on one car of corn from Breaux Bridge, La., to West, Tex. Excessive rate.

15523. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $22.07 on one car of corn from Arnaudville, La., to Bastrop, Tex. Excessive rate.

15524. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 11, 1911. Refund of $99.10 on five shipments of snapped corn from Louisiana points to Texas points. Excessive rate.

15525. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $19.95 on shipment of snapped corn from Scott, La., to Waxahachie, Tex. Excessive rate.

15526. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $199.11 on 11 shipments of snapped corn from Louisiana points to Bastrop, Tex. Excessive rate.

15527. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $131.25 on five shipments of snapped corn from Louisiana points to Texas points. Excessive rate.

15528. *La Fayette Compress & Storage Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* April 11, 1911. Refund of $85.26 on two shipments of snapped corn from Arnaudville, La., to Abbott, Tex. Excessive rate

15529. *J. F. Imbs Milling Co.* v. *Southern Ry. Co.* September 19, 1911. Refund of $22.10 on shipment of flour from Belleville, Ill., to Alpena, Mich. Excessive rate.

15530. *National Tube Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* May 1, 1911. Refund of $162.30 on shipment of wrought pipe from Versailles, Pa., to Jennings, La. Excessive rate.

15531. *Graham Paper Co.* v. *Fort Worth & Denver City Ry. Co.* May 13, 1911. Refund of $69.78 on shipment of roofing and building paper from St. Louis, Mo., to Dalhart, Tex. Excessive rate.

15532. *Janesville Machine Co.* v. *Chicago & North Western Ry. Co.* June 28, 1911. Refund of $7.93 on one car of agricultural implements from Janesville, Wis., to Cisco, Ill. Excessive rate.

15534. *Mapes Formula & Peruvian Guano Co.* v. *Ocean S. S. Co. of Savannah.* April 12, 1911. Refund of $5 on one car of fertilizer from New York, N. Y., to Winter Haven, Fla. Excessive rate.

15536. *Southern Cotton Oil Co.* v. *Central of Georgia Ry. Co.* May 1, 1911. Refund of $25.92 on one car of soap from Savannah, Ga., to Opelika, Ala. Excessive rate.

15541. *Arizona Copper Co.* v. *Southern Pacific Co.* April 8, 1911. Refund of $44.45 on two cars of nitrate of soda from Vigoret, Cal., to Clifton, Ariz. Excessive rate.

15542. *Hartman Furniture & Carpet Co.* v. *New York Central & Hudson River R. R. Co.* April 17, 1911. Refund of $1.93 and waive collection of $4.96 on one car of carpet from Firthcliffe, N. Y., to Milwaukee, Wis. Excessive rate.

15545. *Garden City Grain & Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 21, 1911. Refund of $11.26 on shipment of grain and products from Garden City, Kans., to Holly, Mo. Excessive rate.

15546. *Martin Casey & Co.* v. *St. Louis Southwestern Ry. Co.* June 7, 1911. Refund of $61.80 on five shipments of whisky from Tyrone, Ky., to Fort Worth, Tex. Excessive rate.

15550. *O'Connell Bros.* v. *Southern Pacific Co.* June 10, 1911. Refund of $229.20 on 13 cars of cattle from Winnemucca, Nev., to San Jose, Cal. Excessive rate.

15552. *E. T. Chapin Co.* v. *Great Northern Ry. Co.* June 9, 1911. Refund of $22.12 on one car of fence posts from Bonners Ferry, Idaho, to Sweet Grass, Mont. Excessive rate.

15553. *Arizona Copper Co.* v. *Southern Pacific Co.* April 17, 1911. Refund of $145.02 on two cars of nitrate of soda from Oakland, Cal., to Clifton, Ariz. Excessive rate.

15554. *Eugene Smith* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 24, 1911. Refund of $10.34 on one car of sulphide of sodium from Camden, N. J., to San Francisco, Cal. Excessive rate.

15555. *Jno. B. Gould* v. *Erie R. R. Co.* April 17, 1911. Refund of $4 on one car of wood from Butler, N. J., to New York, N. Y. Excessive rate.

15556. *Atwood-Stone Co.* v. *Chicago Great Western R. R. Co.* April 12, 1911. Refund of $46.72 on two cars of screenings from Minneapolis, Minn., to Winona, Minn. Excessive rate.

15562. *Mary F. Golding* v. *Southern Pacific Co.* November 6, 1911. Waive collection of $13.80 on shipment of household goods from Florrisant, Colo., to Long Beach, Cal. Excessive rate due to valuation.

15563. *A. L. Berry Coal Co.* v. *Southern Pacific Co.* April 12, 1911. Refund of $3.26 on one car of coal from Conemaugh, Pa., to Napa, Cal. Excessive rate.

15567. *Keystone Iron & Metal Co.* v. *Baltimore & Ohio R. R. Co.* April 12, 1911. Refund of $50.57 on four shipments of scrap iron from Clarksburg and Fairmount, W. Va., to McKees Rocks, Pa. Excessive rate.

15568. *Atwood-Stone Co.* v. *Chicago Great Western R. R. Co.* August 10, 1911. Refund of $132.20 on six cars of screenings from St. Paul, Minn., to Winona, Minn. Excessive rate.

15569. *Deerfield Lumber Co.* v. *Boston & Maine R. R.* June 3, 1911. Refund of $20.30 on one car of lumber from Mount Mills, Vt., to Woonsocket, R. I. Excessive rate.

15570. *Blackman & Griffin Co.* v. *Southern Pacific Co.* June 13, 1911. Refund of $75.09 and waive collection of $61.50 on shipment of alfalfa seed from Oasis, Utah, to Tulare, Cal. Excessive rate.

15572. *Interstate Coal & Coke Co.* v. *Vandalia R. R. Co.* August 10, 1911. Refund of $2.22 on one car of coal from South Linton, Ind., to Winona, Minn. Excessive rate.

15574. *T. S. Clymonts* v. *American Express Co.* November 7, 1911. Refund of $16.37 on 17 shipments of dead rabbits from Tunnel Hill, Ill., to Cleveland, Ohio. Excessive rate.

15575. *Owen Bearse & Son Co.* v. *New York Central & Hudson River R. R. Co.* August 23, 1911. Refund of $139.95 on six cars of lumber from New York, N. Y., to East Boston, Mass. Excessive rate.

15576. *North Carolina Cotton Oil Co.* v. *Seaboard Air Line Ry.* June 23, 1911. Refund of $859.18 on 17 cars of cottonseed from Clio, etc., S. C., to Raleigh, N. C. Excessive rate.

15577. *Standard Turning Works* v. *New York Central & Hudson River R. R. Co.* April 17, 1911. Refund of $22.15 on one car of logs from New York, N. Y., to East Cambridge, Mass. Excessive rate.

15578. *People's Bank* v. *St. Louis & San Francisco R. R. Co.* April 28, 1911. Refund of $206.04 on 10 cars of ties from Southwest City, Mo., to Cherryvale, Kans. Excessive rate.

15580. *C. A. Ritchey* v. *Cumberland Valley R. R. Co.* April 12, 1911. Refund of $16.92 on one car of wheat from Williamson, Pa., to Hagerstown, Md. Excessive rate.

15581. *Kalamazoo Sled Co.* v. *Grand Rapids & Indiana R. R. Co.* May 6, 1911. Refund of $2.36 on one car of chairs from Kalamazoo, Mich., to Sheboygan, Wis. Excessive rate.

15583. *Martin-Howe Coal Co.* v. *Vandalia R. R. Co.* May 27, 1911. Refund of $2.70 on one car of coal from South Linton, Ind., to East Side, Ill. Excessive rate.

15584. *Titusville Iron Co.* v. *St. Louis & San Francisco R. R. Co.* June 2, 1911. Refund of $16.38 on one car of boilers from Titusville, Pa., to Kiefer, Okla. Excessive rate.

15587. *Milbank Milling Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 8, 1911. Refund of $10.14 on shipment of flour from Milbank, S. Dak., to St. Louis, Mo. Excessive rate.

15593. *American Steel & Wire Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* April 29, 1911. Refund of $8.80 on one car of wire, etc., from Richmond, Ind., to Mondovi, Wis. Excessive rate.

15596. *F. H. Dresser* v. *Denver & Rio Grande R. R. Co.* September 26, 1911. Refund of $55.90 on shipment of apples from Canon City, Colo., to Cherokee, Okla. Excessive rate.

15597. *Rock Island Plow Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* October 25, 1911. Refund of $11.38 on two shipments of implements from Rock Island, Ill., to Indianapolis, Ind. Larger car being furnished than ordered.

15598. *The Mann Bros. Co.* v. *New York Central & Hudson River R. R. Co.* June 23, 1911. Refund of $324.93 on 28 cars of linseed oil cake from Buffalo, N. Y., to Weehawken, N. J. Larger car being furnished than ordered.

15599. *Marblehead Lime Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 29, 1911. Refund of $43.20 and waive collection of $225.60 on two shipments of lime from Springfield, Mo., to Denver, Colo. Excessive rate.

15600. *A. Bushnell* v. *Michigan Central R. R. Co.* September 6, 1911. Refund of $34.02 and waive collection of $7.06 on five shipments of telephone poles from Bertig, Ark., to Glen Park, Ind. Excessive rate.

15604. *Illinois Glass Co.* v. *Illinois Terminal R. R. Co.* October 13, 1911. Refund of $83.30 and waive collection of $9 on shipment of bottles in carriers from Alton, Ill., to Winfield, La. Excessive rate.

15606. *A Dickinson Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* May 1, 1911. Refund of $54.60 on one car of pop corn from Hartington, Nebr., to Chicago, Ill. Excessive rate.

15607. *Bickett Coal & Coke Co.* v. *Vandalia R. R. Co.* May 27, 1911. Refund of $4.54 on one car of coal from Seelyville, Ind., to Chicago, Ill. Excessive rate.

15610. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* July 25, 1911. Refund of $4.93 on two cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

15612. *Elkins Pail & Lumber Co.* v. *Western Maryland Ry. Co.* April 12, 1911. Refund of $120.70 on five cars of wooden pails from Elkins, W. Va., to Relee, Va. Excessive rate.

15613. *H. Hafer & Son Coal Co.* v. *Vandalia R. R. Co.* July 25, 1911. Refund of $6.91 on two cars of coal from Rosedale, Ind., to South Chicago, Ill. Excessive rate.

15619. *S. B. Martin* v. *Duluth, South Shore & Atlantic Ry. Co.* April 25, 1911. Refund of $719.62 on six shipments of machinery from Cudahy, Wis., to Fiborn Quarry, Mich. Excessive rate.

15620. *Gulf Refining Co. of Louisiana* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* April 18, 1911. Refund of $48.45 on two shipments of oil from West Port Arthur, Tex., to Gretna, La. Excessive rate.

15621. *United States Gypsum Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 1, 1911. Refund of $47.62 and waive collection of $2.28 on shipment of stucco from Fort Dodge, Iowa, to Larchwood, Iowa. Excessive rate.

15623. *Fayette Oil & Fertilizer Co.* v. *Southern Ry. Co. in Mississippi.* April 12, 1911. Refund of $278.61 on two shipments of cottonseed cake from Greenville, Miss., to Fayette, Ala. Excessive rate.

15624. *Excelsior Powder Manufacturing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 18, 1911. Refund of $177.63 on one car of explosives and powder from Holmes, Mo., to Trinidad, Colo. Excessive rate.

15629. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* April 17, 1911. Refund of $134.97 and waive collection of $56.23 on five cars of corn from Rosa, La., to Grandview, Tex. Excessive rate.

15630. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* April 11, 1911. Refund of $32.48 and waive collection of $3.62 on two cars of corn from Batchelor, La., to Itaska, etc., Tex. Excessive rate.

15634. *Hale-Halsell Grocery Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 10, 1911. Refund of $83.90 and waive collection of $16.40 on shipment of apples from New Castle, Colo., to Durant, Okla. Excessive rate.

15636. *F. A. Cutting* v. *New York Central & Hudson River R. R. Co.* April 28, 1911. Refund of $4.35 on shipment of bark from Lowville, N. Y., to Norwood, Mass. Excessive rate.

15641. *Union Tanning Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 17, 1911. Refund of $26.74 on five cars of straw from La Grange, Mo., to Clinton, Iowa. Excessive rate.

15642. *Gamble-Robinson Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 25, 1911. Refund of $2.40 on car of grapes from Paw Paw, Mich., to Minneapolis, Minn. Excessive rate.

15643. *C. T. Willard Co. (Inc.)* v. *Erie R. R. Co.* July 25, 1911. Refund of $27.44 on nine cars of brick from Kushequa, Pa., to Bay Ridge etc., Long Island. Excessive rate.

15645. *W. S. Hanna* v. *Atlantic Coast Line R. R. Co.* August 1, 1911. Refund of $33.46 and waive collection of $6.83 on nine cars of potatoes from Dudley, N. C., to Lykens, Pa. Excessive rate.

15647. *Virginia-Carolina Chemical Co.* v. *Atlantic Coast Line R. R. Co.* April 8, 1911. Refund of $32 on five cars of fertilizer from Charleston, S. C., to Benson, N. C. Excessive rate.

15648. *King-Ryder Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* April 12, 1911. Refund of $5.12 on shipment of lumber from Bon Ami, La., to New Orleans, La. Excessive rate.

15650. *Loomis Grain & Milling Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 8, 1911. Refund of $12 on one car of flour, meal, etc., from Loomis, Nebr., to Yuma, Colo. Excessive rate.

15651. *A. P. Brantley Co.* v. *Southern Georgia Ry. Co.* May 22, 1911. Refund of $16.56 on two cars of cotton from Greenville, Fla., to Jacksonville, Fla. Excessive rate.

15653. *F. A. Cutting* v. *New York Central & Hudson River R. R. Co.* April 17, 1911. Refund of $9.14 on one car of bark from Natural Bridge, N. Y., to Norwood, Mass. Excessive rate.

15655. *Pittsburg Steel Co.* v. *Pittsburgh & Lake Erie R. R. Co.* May 6, 1911. Refund of $9.38 on shipment of fencing from Monessen, Pa., to Hartland, Wis. Excessive rate.

15656. *Schmidt-Gaertner-Vallee Co.* v. *Michigan Central R. R. Co.* April 18, 1911. Refund of $14.47 on one car of grapes from Vineland, Mich., to Milwaukee, Wis. Excessive rate.

15658. *Ebel Bros.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 6, 1911. Refund of $10.13 on shipment of grain products from Hillsboro, Kans., to Noble, Okla., wheat originating at Chase, Kans. Excessive minimum.

15660. *C. B. Brown* v. *Southern Pacific Co.* June 15, 1911. Waive collection of $154.33 on three cars of hay from Fallon, Nev., to Clipper Gap, Cal. Excessive rate.

15662. *J. Rosenbaum Grain Co.* v. *St. Louis, San Francisco & Texas Ry. Co.* May 2, 1911. Refund of $56.61 on 11 cars of corn and oats from various points to North Fort Worth, Tex. Excessive elevation charges.

15663. *Idleman Bros. Co.* v. *Chicago, Burlington & Quincy R. R. Co.* April 17, 1911. Refund of $29.03 on one car of liquors from Omaha, Nebr., to Cheyenne, Wyo. Excessive rate.

15664. *Mitchell-Taylor Co.* v. *Louisville & Nashville R. R. Co.* April 18, 1911. Refund of $1,349.86 on nine cars of ties from Fresno, Tenn., to Cincinnati, Ohio. Excessive rate.

15665. *Studebaker Bros. Manufacturing Co.* v. *Missouri, Kansas & Texas* Ry. Co. May 17, 1911. Refund of $15 on shipment of vehicles from South Bend, Ind., to Shreveport, La. Excessive rate.

15666. *National Zinc Co.* v. *Missouri, Kansas & Texas Ry. Co.* April 17, 1911. Refund of $900.26 on six cars of spelter from Bartlesville, Okla., to De Kalb, Ill. Excessive rate.

15667. *Powers Mercantile Co.* v. *Michigan Central R. R. Co.* April 12, 1911. Refund of $5.69 on three cars of desks from Buffalo, N. Y., to Minneapolis, Minn. Excessive rate.

15668. *Jackson Bros. Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* April 8, 1911. Refund of $12.63 on shipment of lumber from Salisbury, Md., to New Bedford, Mass. Excessive rate.

15670. *Loma Fruit Co.* v. *Southern Pacific Co.* April 11, 1911. Refund of $47.16 on one car of apples from Watsonville, Cal., to Galveston, Tex. Excessive rate.

15671. *Atlantic Refining Co.* v. *Pennsylvania R. R. Co.* April 29, 1911. Refund of $10.36 on one car of gasoline from Philadelphia, Pa., to Oshkosh, Wis. Excessive rate.

15677. *Fairbanks, Morse & Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* August 10, 1911. Refund of $6.78 on shipment of gasoline engine from Louisville, Ky., to Beloit, Wis. Excessive rate.

15682. *Dunn-Green Leather Co.* v. *Bridgton & Saco River R. R. Co.* June 31, 1911. Waive collection of $113 on 10 cars of bark from Harrison, Me., to Hudson, Mass. Excessive rate.

15683. *H. T. Lange Co.* v. *Michigan Central R. R. Co.* April 12, 1911. Refund of $27.60 on two cars of grapes from Mattawan and Decatur, Mich., to Eau Claire, Wis. Excessive rate.

15684. *Duluth Iron & Metal Co.* v. *Chicago, Milwaukee & St Paul Ry. Co.* May 1, 1911. Refund of $94.18 on one car of rails from Duluth, Minn., to Amasa, Mich. Excessive rate.

15686. *Herb Bros. & Martin* v. *Lake Shore & Michigan Southern Ry. Co.* May 17, 1911. Refund of $14 on one car of bran, etc., from Litchfield, Mich., to Fredericktown, Pa. Excessive rate.

15690. *Dempster Mill Manufacturing Co.* v. *Union Pacific R. R. Co.* April 12, 1911. Refund of $36.92 on one car of steel windmill tanks from Beatrice, Nebr., to Kansas City, Mo. Excessive rate.

15691. *Henry Sudman* v. *Union Pacific R. R. Co.* April 17, 1911. Waive collection of $43.92 on one car of lumber from Reardon, Wash., to Sarben, Nebr. Excessive rate.

15692. *The Mine & Smelter Supply Co.* v. *Union Pacific R. R. Co.* April 12, 1911. Refund of $22.46 on two cars of boilers and fittings from Galesburg, Ill., to Julesburg, Colo. Excessive rate.

15693. *Overland Cement Plaster Co.* v. *Union Pacific R. R. Co.* April 29, 1911. Refund of $47.10 on two cars of cement plaster from Laramie, Wyo., to Broadwater and Lisco, Nebr. Excessive rate.

15694. *United States Portland Cement Co.* v. *Union Pacific R. R. Co.* April 17, 1911. Refund of $255.55 on 19 cars of cement from Yocemento, Kans., to Norfolk, Nebr. Excessive rate.

15697. *Barrett Manufacturing Co.* v. *Pennsylvania R. R. Co.* April 29, 1911. Refund of $25.48 on one car of slag from Swedeland, Pa., to Jamestown, N. Y. Excessive rate.

15698. *Mark Sarazan & Co.* v. *Texas & Pacific Ry. Co.* April 12, 1911. Refund of $4.38 on one car of whisky from Louisville, Ky., to Dallas, Tex. Excessive rate.

15699. *New Central Coal Co.* v. *Western Maryland Ry. Co.* May 13, 1911. Refund of $27.30 on one car of coal from Koontz, Md., to Coney Island, N. Y. Excessive rate.

15701. *Bickett Coal & Coke Co.* v. *Vandalia R. R. Co.* June 6, 1911. Refund of $28.55 on eight cars of coal from Seeleyville, etc., Ind., to Chicago, Ill. Excessive rate.

15703. *Arizona Power Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* August 10, 1911. Refund of $19.50 on one car of lumber from Maine, Ariz., to Blue Bell, Ariz. Excessive rate.

15704. *New Kentucky Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $6.49 on two cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

15705. *American Brake Shoe & Foundry Co.* v. *Erie R. R. Co.* April 28, 1911. Refund of $277.38 on 17 cars of brake-shoe material from West Mahwah, N. J., to East Buffalo, N. Y. Excessive rate.

15717. *Martin-Howe Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $17.94 on six cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

15721. *Industrial Lumber Co.* v. *Louisiana Western R. R. Co.* May 13, 1911. Refund of $10.24 on one car of lumber from Vinton, La., to Red Key., Ind. Excessive rate.

15722. *Sligo Wagon Wood Co.* v. *Houston & Texas Central R. R. Co.* June 7, 1911. Refund of $68.86 on one car of lumber from Fayette Junction, Ark., to Houston, Tex. Excessive rate.

15725. *Interstate Coal & Coke Co.* v. *Vandalia R. R. Co.* August 10, 1911. Refund of $3.32 on one car of coal from South Linton, Ind., to Waukesha, Wis. Excessive rate.

15726. *Louisiana Red Cypress Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* May 19, 1911. Refund of $21.39 on one car of lumber from Garden City, La., to Rockport, Tex. Excessive rate.

15728. *Carroll Luthy & Locher* v. *Chicago, Rock Island & Pacific Ry. Co.* May 6, 1911. Refund of $11.55 on one car of potatoes from Walcott, Iowa, to Peoria, Ill. Excessive rate.

15729. *Interstate Cooperage Co.* v. *Louisville & Nashville R. R. Co.* August 12, 1911. Refund of $36.48 on one car of staves from Milan, Tenn., to Madison, Ill. Excessive rate.

15730. *Northern States Coal & Mining Co.* v. *Vandalia R. R. Co.* August 10, 1911. Refund of $2.72 on one car of coal from Glen, Ind., to Racine Junction, Wis. Excessive rate.

15731. *S. F. Peckman* v. *Cumberland Valley R. R. Co.* April 12, 1911. Refund of $43.34 on three cars of wheat from Williamson, Pa., to Hagerstown, Md. Excessive rate.

15732. *Kennedy Grain Co.* v. *Louisville & Nashville R. R. Co.* June 24, 1911. Refund of $15 on one car of wheat from East St. Louis, Ill., to Johnson City, Tenn. Excessive rate.

15733. *Bettendorf Axle Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 16, 1911. Refund of $15.45 on one car of coal from Staunton, Ill., to Bettendorf, Iowa. Excessive rate.

15734. *Bettendorf Axle Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 13, 1911. Refund of $9.44 on one car of coal from Staunton, Ill., to Bettendorf, Iowa. Excessive rate.

15735. *Barnes & Mauk* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 8, 1911. Refund of $13.68 on one car of shingles from Silver Beach, Wash., to Virginia, Ill. Misrouting.

15736. *National Utilization Co.* v. *Erie R. R. Co.* October 3, 1911. Refund of $16 on 5 cars of fertilizer stock from Lestershire, N. Y., to Norfolk, Va. Excessive rate.

15737. *Mark Manufacturing Co.* v. *Wheeling & Lake Erie R. R. Co.* June 3, 1911. Refund of $13.30 on one car of wrought pipe from Zanesville, Ohio, to Bushnell, Ill. Excessive rate.

15738. *S. Sundheimer* v. *Cumberland Valley R. R. Co.* May 1, 1911. Refund of $4 and waive collection of $24 on two cars of cattle and hogs from Waynesboro, Pa., to Washington, D. C. Excessive rate.

15739. *Brown Grain Co.* v. *Texas & Pacific Ry. Co.* July 12, 1911. Refund of $13.32 on one car of corn from Simmesport, La., to Grandview, Tex. Excessive rate.

15740. *American Mineral Co.* v. *Southern Ry. Co.* October 26, 1911. Refund of $54.60 on shipment of talc from Johnson, Vt., to Greenville, S. C. Excessive rate.

15741 *Carlisle Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co* May 25, 1911 Refund of $9 on one car of hay from Kansas City, Mo, to Dubuque, Iowa. Excessive rate.

15743. *Tuscarora Fertilizer Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* June 7, 1911. Refund of $15.12 on shipment of fertilizer from Chicago, Ill., to Ripley, Ohio. Excessive rate.

15744. *Du Pont Powder Co.* v. *West Jersey & Seashore R. R. Co.* August 16, 1911. Refund of $5.42 on four shipments of explosives from Gibbstown, N. J., to Cape Charles, Va. Excessive rate.

15750. *Dawson & McElhinney* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 11, 1911. Refund of $46.92 on shipment of apples from Watsonville, Cal., to Guthrie, Okla. Excessive rate.

15751. *Great Western Cereal Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* April 29, 1911. Refund of $8 on shipment of mill feed from Joliet, Ill., to South Easton, Mass. Excessive rate.

15752. *J. W. Considine* v. *Great Northern Express Co.* July 12, 1911. Refund of $525 on one car of horses from Lexington, Ky., to Seattle, Wash. Excessive rate.

15753. *Moulton, Smith & Co.* v. *Mobile & Ohio R. R. Co.* June 24, 1911. Refund of $22.17 on five shipments of bananas from Mobile, Ala., to Anderson, Ind. Excessive minimum.

15754. *Coffeyville Vitrified Brick & Tile Co.* v. *St. Louis & San Francisco R. R. Co.* May 13, 1911. Refund of $11.55 on three cars of brick from Cherryvale, Kans., to Hinton, Okla. Excessive rate.

15756. *Coyne Bros.* v. *Chicago & Eastern Illinois R. R. Co.* May 27, 1911. Refund of $84 on three cars of peaches from Horatio, Ark., to Chicago, Ill. Excessive rate.

15757. *The Linquist Cracker Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 29, 1911. Refund of $91.11 on 11 shipments of crackers from Denver, Colo., to Guthrie, Oklahoma City, and Shawnee, Okla. Excessive rate.

15758. *Garden City Grain & Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 17, 1911. Refund of $20 on shipment of corn and chop from Garden City, Kans., to Holly, Colo. Excessive rate.

15759. *St. Louis Edible Nut Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* May 5, 1911. Refund of $378.32 on three shipments of peanuts from Strang, Ark., to St. Louis, Mo. Excessive rate.

15760. *Palmer & Parker Co.* v. *Boston & Albany R. R. Co.* September 6, 1911. Refund of $27.81 on one car of lumber from Chelsea, Mass., to New York, N. Y. Excessive rate.

15761. *A. L. Houghton & Co.* v. *Kansas City Southern Ry. Co.* April 17, 1911. Refund of $3 on shipment of lumber from Lyon, Okla., account of Stilwell, Okla., to Kansas City, Mo., originally consigned to Maple Hill, Kans. Excessive reconsigning charge.

15762. *People's Distilling Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* May 13, 1911. Refund of $247.45 on five cars of whisky from Cincinnati, Ohio, to Charleston, S. C. Excessive rate.

15763. *Georgia Fertilizer Co.* v. *Central of Georgia Ry. Co.* May 22, 1911. Refund of $75.67 on two cars of sand from Montgomery, Ala., to Columbus, Ohio. Excessive rate.

15764. *Campbell & Wilson* v. *Louisville & Nashville R. R. Co.* August 26, 1911. Refund of $198.26 on 29 cars of gravel and sand from Berrylum, Ala., to Pensacola, Fla. Excessive rate.

15765. *Longville Lumber Co.* v. *Louisiana & Pacific Ry. Co.* May 13, 1911. Refund of $439.70 on 14 cars of lumber from Longville, La., to New Orleans, La., for export. Excessive rate.

15766. *Farmers' Cash Store* v. *Southern Pacific Co.* June 3, 1911. Refund of $15.90 on one car of potatoes from Thomas, Oreg., to Orland, Cal. Excessive rate.

15768. *Finch, Winslow, Carlisle Co.* v. *Great Northern Ry. Co.* April 12, 1911. Refund of $14.39 on two shipments of bananas from Mobile, Ala., to Grand Forks, N. Dak. Excessive rate.

15769. *Grand Forks Fruit Co.* v. *Great Northern Ry. Co.* April 12, 1911. Refund of $6.67 on shipment of bananas from Mobile, Ala., to Grand Forks, N. Dak. Excessive rate.

15770. *Penrod Walnut & Veneer Co.* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* May 16, 1911. Refund of $9.56 on one car of lumber from Kansas City, Mo., to El Paso, Tex., for Mexico City. Excessive rate.

15771. *Missouri Valley Bridge & Iron Co.* v. *Missouri Pacific Ry. Co.* May 6, 1911. Refund of $64.80 on one car of bridge iron from Leavenworth, Kans., to Woodsboro, La. Excessive rate.

15772. *Valley Mercantile Co.* v. *Northern Pacific Ry. Co.* May 27, 1911. Refund of $9.68 on two cars of agricultural implements and vehicles from Racine Junction, Wis., and Deering, Ill., to Hamilton, Mont. Excessive rate.

15773. *Boston-Montana Consolidated Copper & Silver Mining Co.* v. *Great Northern Ry. Co.* June 30, 1911. Refund of $42.10 on three cars of copper from Black Eagle, Mont., to Pittsburgh, Pa. Excessive rate.

15774. *Swift & Co.* v. *Chicago & Eastern Illinois R. R. Co.* May 13, 1911. Refund of $1,281.47 on 15 shipments of fertilizer from Chicago, Ill., to Kentucky points. Excessive rate.

15775. *Sheridan Coal Co.* v. *Kansas City Southern Ry. Co.* April 17, 1911. Refund of $222.09 on 18 shipments of mine props from Anderson, Goodman, and Lanagan, Mo., to Fuller, Kans. Excessive rate.

15776. *Manlius Grain & Coal Co.* v. *Chicago, Terre Haute & Southeastern Ry. Co.* June 14, 1911. Refund of $3.13 on shipment of coal from St. Clare Mine, Ind., to Peoria, Ill., destined to Manlius, Ill. Excessive rate.

15777. *Morris & Co.* v. *Chicago & Eastern Illinois R. R. Co.* May 13, 1911. Refund of $403.23 on six shipments of fertilizer from Chicago, Ill., to Kentucky points. Excessive rate.

15778. *Crown-Columbia Pulp & Paper Co.* v. *Oregon-Washington R. R. & Navigation Co.* September 6, 1911. Refund of $34.50 on one car of layer board from Comas, Wash., to Seattle, Wash. Excessive rate.

15779. *Western Shade Cloth Co.* v. *Chicago, Burlington & Quincy R. R. Co.* June 30, 1911. Refund of $9.38 on one car of shade cloth from Chicago, Ill., to St. Louis, Mo. Excessive rate.

15782. *Williams & Voris Lumber Co.* v. *Central of Georgia Ry. Co.* April 28, 1911. Refund of $96.15 on two shipments of logs from Durham, Ga., to Chattanooga, Tenn. Excessive rate.

15788. *Hale-Halsell Grocery Co.* v. *Missouri, Kansas & Texas Ry. Co.* May 6, 1911. Refund of $24 on two cars of potatoes from Rogers, Minn., to Vinita, Okla. Excessive rate.

15789. *Grand Junction Fruit Growers' Association* v. *Denver & Rio Grande R. R. Co.* May 26, 1911. Refund of $103.60 on one car of apples from Durham, Colo., to Clinton, Okla. Excessive rate.

15792. *F. W. Blair* v. *Central of Georgia Ry. Co.* August 1, 1911. Refund of $60.50 on two shipments of logs from Durham, Ga., to Chattanooga, Tenn. Excessive rate.

15797. *Smith System Heating Co.* v. *Chicago, Milwaukee & St. Paul. Ry. Co.* September 6, 1911. Refund of $9.63 on one car of furnaces from Monroe, Mich., to Minneapolis, Minn. Excessive rate.

15800. *Cummer Manufacturing Co.* v. *Texas & Pacific Ry. Co.* August 1, 1911. Refund of $289.38 on three cars of vegetable crates, k. d., from Paris, Tex., to Thermal, Cal. Excessive rate.

15801. *B. Pista & Co.* v. *Southern Pacific Co.* April 17, 1911. Refund of $257.69 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

15802. *Valley Mercantile Co.* v. *Northern Pacific Ry. Co.* May 27, 1911. Refund of $6.90 on one car of vehicles from Racine Junction, Wis., to Hamilton, Mont. Excessive rate.

15803. *American Sheet & Tin Plate Co.* v. *Pennsylvania R. R. Co.* April 17, 1911. Refund of $85.89 on one car of galvanized iron from Vandergrift, Pa., to Texarkana, Ark. Excessive rate.

15804. *Swift Fertilizer Works* v. *Atlantic Coast Line R. R. Co.* May 25, 1911. Refund of $67.34 on five cars of fertilizer from Wilmington, N. C., to Hams Siding, S. C. Excessive rate.

15805. *Wellington, Sears & Co.* v. *Boston & Maine R. R.* May 17, 1911. Refund of $80.75 on 12 cars of cotton piece goods from Suncook, N. H., to Millville, N. J. Excessive rate.

15808. *J. S. Johnson* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $3.34 on one car of coal from Evansville, Ind., to Coles, Ill. Excessive rate.

15809. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 10, 1911. Refund of $13.08 on shipment of wire fencing, etc., from Joliet, Ill., to Hewins, Kans. Excessive rate.

15810. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 11, 1911. Refund of $37.79 on two shipments of wire fencing, etc., from Joliet, Ill., to Hutchinson, Kans. Excessive rate.

15811. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 6, 1911. Refund of $9.11 on shipment of wire from Joliet, Ill., to Hutchinson, Kans. Excessive rate.

15812. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 5, 1911. Refund of $6.48 on shipment of wire from Joliet, Ill., to Wichita, Kans. Excessive rate.

15813. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 11, 1911. Refund of $48.69 on shipment of wire fencing, etc., from Joliet, Ill., to Pretty Prairie, Kans. Excessive rate.

15818. *Lyon Cypress Lumber Co.* v. *Illinois Central R. R. Co.* June 10, 1911. Refund of $6.17 on two shipments of lumber from Garyville, La., to Milford, Ohio. Excessive rate.

15820. *American Milling Co.* v. *Toledo, Peoria & Western Ry. Co.* May 6, 1911. Refund of $7 on shipment of mixed feed from Peoria, Ill., to Brookville, Ohio. Excessive rate.

15821. *Edwards & Co.* v. *Vandalia R. R. Co.* July 25, 1911. Refund of $35.49 on six cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

15822. *Pioneer Pole & Shaft Co.* v. *Illinois Central R. R. Co.* April 17, 1911. Refund of $19.60 on two cars of lumber from Cairo, Ill., to Windsor, Ontario. Excessive rate.

15823. *Tom Walkup* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $2.59 on one car of coal from Evansville, Ind., to Mattoon, Ill. Excessive rate.

15824. *Martin-Howe Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $4.57 on one car of coal from Rosedale, Ind., to Chicago, Ill. Excessive rate.

15826. *Gullett Gin Co.* v. *Illinois Central R. R. Co.* June 17, 1911. Refund of $28.04 on shipment of cotton-gin machinery from Gulletts, La., to Egypt, Miss. Excessive rate.

15827. *Association Salt Co.* v. *Southern Pacific Co.* August 1, 1911. Refund of $0.43 and waive collection of $12.53 on shipment of bags from Kansas City, Mo., to Withee, Utah. Excessive rate.

15128. *Dawson Produce Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* April 17, 1911. Refund of $19.20 on two shipments of grapes from Decatur, Mich., to Oklahoma City, Okla. Excessive rate.

15829. *Maley & Wertz* v. *Louisville, Henderson & St. Louis Ry. Co.* June 23, 1911. Refund of $23.04 on one car of lumber from Howesville, Ky., to Evansville, Ind. Excessive rate.

15830. *A. M. Callis* v. *Wabash R. R. Co.* April 17, 1911. Refund of $7.10 on shipment of cattle from Chicago, Ill., to Milan, Mich. Excessive rate.

15831. *Powers Mercantile Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* April 17, 1911. Refund of $2.72 on shipment of furniture from Piqua, Ohio, to Minneapolis, Minn. Excessive rate.

15832. *M. Stem* v. *Illinois Central R. R. Co.* May 1, 1911. Refund of $4.22 on one car of coal from Evansville, Ind., to Allenville, Ill. Excessive rate.

15834. *Illinois Steel Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* May 19, 1911. Refund of $93.72 on one car of rails, etc., from Chicago, Ill., to Seymour, Iowa. Excessive rate.

15835. *Porter & Traphagen* v. *Lehigh Valley R. R. Co.* August 9, 1911. Refund of $10 on one car of buckwheat from Trumansburg, N. Y., to Central Bridge, N. Y. Excessive rate.

15836. *American Hominy Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* May 6, 1911. Refund of $156 on 52 shipments of brewers' grits and meal from Decatur, Ill., to Milwaukee, Wis. Excessive rate.

15837. *D. J. O'Callahan Co.* v. *Northern Pacific Ry. Co.* June 24, 1911. Refund of $156.19 on one car of dates from New York, N. Y., to Spokane, Wash. Excessive rate.

15838. *Meridian Fertilizer Factory* v. *Kansas City Southern Ry. Co.* June 3, 1911. Refund of $40.80 on one car of fertilizer from Shreveport, La., to Gans, Okla. Excessive rate.

15839. *Crescent Coal Co.* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $4.10 on one car of coal from Evansville, Ind., to Turpin, Ill. Excessive rate.

15840. *Little Rock Furniture Manufacturing Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 10, 1911. Refund of $43.58 on one car of chairs from Tell City, Ind., to Little Rock, Ark. Excessive rate.

15843. *Carnegie Steel Co.* v. *Pennsylvania R. R. Co.* April 17, 1911. Refund of $42.87 on one car of iron bars from Cochran, Pa., to Rayville, La. Excessive rate.

15844. *Hydraulic Press Brick Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* April 17, 1911. Refund of $50.35 on two cars of brick from Avery, Nebr., to Minneapolis, Minn. Excessive rate.

15846. *Armour & Co.* v. *El Paso & Southwestern Ry. System.* September 5, 1911. Refund of $30.42 on two shipments of lard and packing-house products from Fort Worth, Tex., to Naco, Ariz. Excessive rate.

15847. *Muscatine Fuel Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 1, 1911. Refund of $29.11 on two cars of coal from Christopher, Ill., to Muscatine, Iowa. Excessive rate.

15848. *Kokomo Steel & Wire Co.* v. *Toledo, St. Louis & Western R. R. Co.* April 24, 1911. Refund of 94 cents on shipment of wire, nails, etc., from Kokomo, Ind., to St. Louis, Mo. Excessive rate.

15849. *W. T. Ferguson Lumber Co.* v. *Houston East & West Texas Ry. Co.* April 17, 1911. Refund of $2.74 on one car of lumber from Buck, Tex., to Morrisonville, Ill. Excessive rate.

15853. *Bradford-Kennedy Co. v. Chicago, Rock Island & Pacific Ry. Co.* May 26, 1911. Refund of $77.64 on 13 shipments of fence posts from Cabinet, Idaho, and Nixon, Mont., to Colorado points. Excessive rate.

15854. *Corno Mills Co.* v. *Illinois Central R. R. Co.* May 22, 1911. Refund of $4.21 on eight shipments of mill feed from East St. Louis, Ill., to various points. Excessive rate.

15857. *Yellow River Lumber Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* June 26, 1911. Refund of $7.95 on one car of posts from Hughey, Wis., to Minneapolis, Minn. Excessive rate.

15867. *Fred Struble* v. *Missouri, Kansas & Texas Ry. Co.* September 19, 1911. Refund of $56.02 on one car of ground malt from Chicago, Ill., to McAlester, Okla. Excessive rate.

15868. *J. D. Johnson* v. *Southern Pacific Co.* November 10, 1911. Refund of $215.24 on 22 cars of sheep from Iron Point, Nev., to San Francisco, Cal. Single-deck instead of double-deck cars being furnished.

15869. *J. Lauson Manufacturing Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 1, 1911. Refund of $10.80 on shipment of one gas producer from Lexington, Ohio, to New Holstein, Wis. Excessive rate.

15872. *Wendling Lumber Co.* v. *Southern Pacific Co.* June 5, 1911. Refund of $10.98 on shipment of shingles from Milwaukee, Oreg., to Auburn, Cal. Excessive rate.

15873. *Mississippi Glass Co.* v. *Chicago & Alton R. R. Co.* June 27, 1911. Refund of $17.35 on one car of brick from Vandalia, Mo., to Baltimore, Md. Excessive rate.

15875. *Colorado Portland Cement Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 13, 1911. Refund of $16.80 on one car of plaster from Portland, Colo., to French, N. Mex. Excessive rate.

15876. *O. T. Hamilton* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 24, 1911. Refund of $16.81 on one car of potatoes from Rulison, Colo., to Arkansas City, Kans. Excessive rate.

15877. *Mosher & Parker* v. *Union Pacific R. R. Co.* August 2, 1911. Refund of $15.20 on one car of potatoes from Auburn, Colo., to Abilene, Tex. Excessive rate.

15879. *Fairview Ice & Delivery Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 10, 1911. Refund of $49.50 on one car of coal from Mohawk, Okla., to Fairview, Okla. Misrouting.

15880. *Hydraulic-Press Brick Co.* v. *Kansas City, Mexico & Orient Ry. Co.* August 9, 1911. Refund of $20.90 on one car of brick from Kansas City, Mo., to Clinton, Okla. Excessive rate.

15881. *South Chester Tube Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 24, 1911. Refund of $78.10 on four shipments of iron pipe from Chester, Pa., to Baldwin and Vinland, Kans. Excessive rate.

15882. *Medina Trucker's Association* v. *Illinois Central R. R. Co.* September 18, 1911. Refund of $49.40 on 45 cars of fruit and vegetables from Medina, Tenn., to Chicago, Ill. Excessive charges for braces.

15883. *Kentucky Tobacco Products Co.* v. *Southern Ry. Co.* May 26, 1911. Refund of $36.36 on one car of ground tobacco stems from Richmond, Va., to Salisbury, N. C. Excessive rate.

15885. *Anheuser-Busch Brewing Association* v. *St. Louis Southwestern Ry. Co.* October 20, 1911. Refund of $12.82 on shipment of returned empties from Bisbee, Ariz., to St. Louis, Mo. Excessive rate.

15892. *The Deshler Broom Factory* v. *Chicago, Rock Island & Pacific Ry. Co.* April 27, 1911. Refund of $144.10 on two shipments of brooms from Deshler, Nebr., to Seattle and Bellingham, Wash. Excessive rate.

15894. *Hollister Bros. Lumber Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* April 24, 1911. Refund of $35.25 on two shipments of lath from Stetsonville, Wis., to Sioux City, Iowa. Excessive rate.

15895. *Nevada Packing Co.* v. *Southern Pacific Co.* August 12, 1911. Refund of $37.26 on one car of hogs from Williams, Cal., to Reno, Nev. Excessive rate.

15896. *J. H. Jones & Co.* v. *Southern Pacific Co.* June 3, 1911. Waive collection of $87 on one car of hay from Durham, Cal., to Valmy, Nev. Excessive rate.

15897. *Shreveport Manufacturing Co.* v. *Kansas City Southern Ry. Co.* April 28, 1911. Refund of $41.95 on one car of excelsior from Shreveport, La., to Ennis, Tex. Excessive rate.

15900. *Salles & Chicorp* v. *Southern Pacific Co.* September 13, 1911. Refund of $26.54 on four shipments of sheep from Reno, Nev., to San Francisco, Cal. Single-deck cars furnished.

15901. *United Iron Works Co.* v. *St. Louis & San Francisco R. R. Co.* June 14, 1911. Refund of $13.03 on one car of pig iron from Thomas, Ala., to Springfield, Mo. Excessive rate.

15902. *Union Iron Works Co.* v. *Southern Pacific Co.* April 27, 1911. Refund of $172.12 on shipment of machinery from San Francisco, Cal., to Clasoil, Mont. Excessive rate.

15904. *Gulf Refining Co.* v. *St. Louis, San Francisco & Texas Ry. Co.* August 9, 1911. Refund of $32 on 11 cars of fuel oil from Taneha, Okla., to Sherman, Tex. Excessive switching charges.

15905. *Lanyon Zinc Co.* v. *Missouri Pacific Ry. Co.* June 24, 1911. Refund of $65 on 13 cars of zinc ore from Lucky Jim, British Columbia, to La Harpe, Kans. Excessive rate.

15914. *J. J. Newman Lumber Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 16, 1911. Refund of $59.04 on two cars of lumber from Sumrall, Miss., to Atwood, Kans. Excessive rate.

15917. *Harrow Spring Co.* v. *Chicago, Burlington & Quincy R. R. Co.* May 26, 1911. Refund of $23.80 on one car of bar iron from Kalamazoo, Mich., to Sandwich, Ill. Excessive rate.

15918. *Southwestern Mercantile Co.* v. *El Paso & Southwestern System.* June 19, 1911. Refund of $14.09 on one car of canned goods from Raton, N. Mex., to Dawson, N. Mex. Excessive rate.

15921. *J. W. Lippincott* v. *Missouri Pacific Ry. Co.* June 9, 1911. Refund of $100.02 on one car of celery from Denver, Colo., to Little Rock, Ark. Excessive rate.

15922. *California Vegetable Union* v. *Southern Pacific Co.* May 5, 1911. Refund of $45.07 on one car of cabbage and potatoes from Earl, Cal., to Salt Lake City, Utah. Excessive rate.

15925. *Geo. H. Croley Co.* v. *Southern Pacific Co.* July 24, 1911. Refund of $72 on two cars of charcoal from Rochester, N. Y., to San Francisco, Cal. Excessive minimum weight.

15926. *Phillips Sheet & Tin Plate Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* May 9, 1911. Refund of $15.62 on six cars of black plate and sheet iron from Weirton, etc., Va., to Columbus, Ohio. Excessive rate.

15928. *Red Wing Linseed Co.* v. *Iowa Central Ry. Co.* June 10, 1911. Waive collection of $3 on one car of oil meal from Red Wing, Minn., to Gilman, Iowa. Excessive rate.

15930. *E. W. Bailey & Co.* v. *Rutland R. R. Co.* June 13, 1911. Refund of $9.90 on one car of corn from Ogdensburg, N. Y., to Haverhill, N. H. Excessive rate.

15932. *Archenhold Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 7, 1911. Refund of $4.37 on one car of whisky from Cincinnati, Ohio, to Waco, Tex. Excessive rate.

15934. *Archenhold Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 24, 1911. Refund of $45 on three cars of whisky from Louisville, Ky., to Waco, Tex. Excessive rate.

15936. *Waters-Pierce Oil Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* May 22, 1911. Refund of $62.55 on two cars of oil from St. Louis, Mo., to Lake Providence, La. Excessive rate.

15937. *M. Holmes* v. *Chicago, Burlington & Quincy R. R. Co.* May 27, 1911. Refund of $15.28 on two cars of coal from Freeman, Ill., to Sioux City, Iowa. Excessive rate.

15940. *Williamsport Staple Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 3, 1911. Refund of $17.70 on shipment of scrap leather waste from Rock Island, Ill., to Williamsport, Pa. Larger car being furnished than ordered.

15941. *Hackett-Walther-Gates Hardware Co.* v. *Chicago Great Western R. R. Co.* August 8, 1911. Refund of $1 on one car of washing machines at St. Paul, Minn. Excessive switching charges.

15944. *Union Match Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* November 3, 1911. Refund of $30.11 on one car of matches from Duluth, Minn., to Grand Rapids, Mich. Excessive rate.

15945. *Mowcaqua Coal Mining Co.* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $6.45 on two cars of coal from Evansville, Ind., to Mowcaqua, Ill. Excessive rate.

15946. *Countryman & Co.* v. *Illinois Central R. R. Co.* November 27, 1911. Refund of $23.09 on 10 cars of apples from South Haven, Mich., to Rockford, Ill. Excessive rate.

15948. *Standard Oil Co.* v. *Chicago Great Western R. R. Co.* July 22, 1911. Refund of $17.43 on two cars of gas oil from Whiting, Ind., to Stockton, Ill. Excessive rate.

15949. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* September 18, 1911. Refund of $39.49 and waive collection of $0.11 on three cars of corn from Moreland, Terras, and Shreveport, La., to Dallas, Mesquite, and Terrell, Tex. Excessive rate.

15950. *Iron Range Lumber & Cedar Co.* v. *Chicago & North Western Ry. Co.* October 26, 1911. Refund of $44.75 on five cars of lumber from Montombus Spur, Long Lake, Wis., to Iron River, Mich. Excessive rate.

15954. *Cline & Wilt* v. *Illinois Central R. R. Co.* May 4, 1911. Refund of $7.78 on one car of lumber from Bogalusa, La., to Portland, Oreg. Excessive rate.

15955. *Geo. P. Douglas* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 17, 1911. Refund of $6.72 and waive collection of $53.28 on one car of automobiles from Minneapolis, Minn., to Pasadena, Cal. Excessive rate.

15956. *Mississippi Glass Co.* v. *Chicago & Alton R. R. Co.* June 16, 1911. Refund of $37.81 on one car of brick from Vandalia, Mo., to South Omaha, Nebr. Excessive rate.

15957. *Ward Lumber Co.* v. *Illinois Central R. R. Co.* May 13, 1911. Refund of $3.40 on one car of lumber from Napanee, Miss., to Newark Valley, N. Y. Excessive rate.

15958. *Excelsior Cypress Co.* v. *Illinois Central R. R. Co.* May 16, 1911. Refund of $18.75 on one car of shingles from Timberton, La., to Knoxville, Tenn. Excessive rate.

15962. *Stillman, Wright & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* June 26, 1911. Refund of $34.09 on one car of buckwheat from Erie, Pa., to Berlin, Wis. Excessive rate.

15963. *Bartlett, Kuhn & Co.* v. *Illinois Central R. R. Co.* October 10, 1911. Refund of $16.85 on 10 cars of oats from Evansville, Ind., to southern points. Excessive rate.

15964. *Ward Lumber Co.* v. *Illinois Central R. R. Co.* April 29, 1911. Refund of $13.47 on three cars of lumber from Napanee, Miss., to Auburn, N. Y. Excessive rate.

15967. *Gulf Pipe Line Co.* v. *St. Louis Southwestern Ry. Co. of Texas.* June 5, 1911. Refund of $49.40 on one car of cement from Saltillo, Tex., to Myers Switch, Okla. Excessive rate.

15968. *D. Mapes, jr.,* v. *Philadelphia, Baltimore & Washington R. R. Co.* June 10, 1911. Refund of $24 on one car of flour from Rosslyn, Va., to West Farms, N. Y. Excessive rate.

15971. *E. V. Babcock & Co.* v. *Georgia, Florida & Alabama Ry. Co.* August 12, 1911. Refund of $7.58 on one car of lumber from Babcock, Ga., to West Liberty, Pa. Excessive rate.

15976. *Saunders Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* May 4, 1911. Refund of $743.53 on four cars of rosin from Turpentine, Tex., to Gretna, La. Excessive rate.

15979. *J. W. Peacock* v. *Vandalia R. R. Co.* August 9, 1911. Refund of $8.06 on one car of coal from Glen, Ind., to Chicago, Ill. Excessive rate.

15981. *Avery & Owen Co.* v. *Atlantic Coast Line R. R. Co.* May 13, 1911. Refund of $38.40 on one car of apples from Martinsburg, W. Va., to Tampa, Fla. Excessive rate.

15985. *Yellow River Lumber Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* August 8, 1911. Refund of $9.81 on one car of poles from Hughey, Wis., to Minnesota Transfer, Minn. Excessive rate.

15988. *Eagle Milling Co.* v. *Southern Pacific Co.* June 13, 1911. Refund of $54 on one car of flour and grain from Tucson, Ariz., to Patagonia, Ariz. Excessive rate.

15992. *Crenshaw Bros. & Saffold* v. *Atlantic Coast Line R. R. Co.* May 13, 1911. Refund of $53.49 on four shipments of fruit from Jacksonville, Fla., originating at Newcastle, Cal., to Tampa, Fla. Excessive rate.

15993. *Weldon Coal Co.* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $7.60 on two shipments of coal from Caledonia, Ind., to Weldon, Ill. Excessive rate.

15994. *Bickett Coal & Coke Co.* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $18.75 on six cars of coal from Caledonia, Ind., to Windsor Park, Ill. Excessive rate.

15995. *Southern Paving Construction Co.* v. *Central of Georgia Ry. Co.* September 18, 1911. Refund of $466.94 on 25 cars of slag from Bessemer, Ala., to Macon, Ga. Excessive rate.

15999. *Ward Lumber Co.* v. *Illinois Central R. R. Co.* May 26, 1911. Refund of $3.55 on one car of lumber from Napanee, Miss., to Newark Valley, N. Y. Excessive rate.

16000. *Kelly & Train v. Illinois Central R. R. Co.* May 1, 1911. Waive collection of $1.14 on one car of coal from Caledonia, Ind., to Addison, Ill. Excessive rate.

16001. *Loomis Grain & Milling Co.* v. *Chicago, Burlington & Quincy R. R. Co.* March 13, 1911. Refund of $3.17 on one car of flour, meal, etc., from Loomis, Nebr., to Haxton, Colo. Excessive rate.

16006. *United States Gypsum Co.* v. *Chicago Great Western R. R. Co.* August 24, 1911. Refund of $2,636.29 on 82 shipments of gypsum rock from Fort Dodge, Iowa, to La Salle, Ill. Excessive rate.

16007. *Joe Barudoni* v. *Southern Pacific Co.* June 24, 1911. Refund of $117.98 on two shipments of cattle from Elko, Nev., to Rocklin, Cal. Excessive rate.

16008. *Laconia Car Co. Works* v. *Boston & Maine R. R.* June 3, 1911. Refund of $88 on one passenger car body from Laconia, N. H., to West Lynn, Mass. Excessive rate.

16010. *Henderson-Longton Co.* v. *Southern Pacific Co.* May 22, 1911. Refund of $15.59 on shipment of potatoes from Thomas, Oreg., to Oroville, Cal. Excessive rate.

16011. *Chickasaw Oil Mill* v. *St. Louis & San Francisco R. R. Co.* August 8, 1911. Refund of $177.48 on two cars of cottonseed from Barfield, Ark., to Memphis, Tenn. Excessive rate.

16012. *Du Pont Powder Co.* v. *Northern Pacific Ry. Co.* June 3, 1911. Refund of $218.57 on shipment of paraffin wax from Florence, Colo., to Du Pont, Wash. Excessive rate.

16013. *J. M. Ray* v. *Illinois Central R. R. Co.* May 1, 1911. Waive collection of $4.15 on one car of coal from Caledonia, Ind., to Argenta, Ill. Excessive rate.

16014. *St. Louis Vitrified & Fire Brick* v. *Chicago & Eastern Illinois R. R. Co.* July 25, 1911. Refund of $27.99 on shipment of fire brick from St. Louis, Mo., to Waupun, Wis. Excessive rate.

16017. *Mayer Pollock* v. *New York, Philadelphia & Norfolk R. R. Co.* July 31, 1911. Refund of $102.03 on three cars of scrap iron from Norfolk, Va., to Pottstown, Pa. Excessive rate.

16021. *W. P. Kavanaugh* v. *American Express Co.* September 18, 1911. Refund of $23.43 on four cars of fish from Ossineke, Mich., to New York, N. Y. Excessive rate.

16029. *Columbia Granite & Dredging Corporation* v. *Baltimore & Ohio R. R. Co.* May 9, 1911. Refund of $77.45 on four shipments of sand from Georgetown, D. C., to Chevy Chase, Md. Excessive rate.

16036. *Gamble-Robinson Commission Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* September 26, 1911. Refund of $49.61 on one car of apples from Watsonville, Cal., to Mankato, Minn. Excessive rate.

16037. *Kulage Brick Works* v. *Elgin, Joliet & Eastern Ry. Co.* October 26, 1911. Refund of $21.45 on one car of brick from Hobart, Ind., to Watertown, Wis. Excessive rate.

16040. *Southern Cotton Oil Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* May 19, 1911. Refund of $42.53 on shipment of lard substitute from Gretna, La., to McAlester, Okla. Excessive rate.

16041. *Lawrence-Hersley Fruit Co.* v. *Colorado & Southern Ry. Co.* May 6, 1911. Refund of $46.61 on one car of apples from Watsonville, Cal., to Fort Collins, Colo. Excessive rate.

16042. *H. J. Heinz Co.* v. *Baltimore & Ohio R. R. Co.* May 17, 1911. Refund of $15.18 on two cars of apples from Kernstown, Va., to Pittsburgh, Pa. Excessive rate.

16043. *L. Hansen* v. *Union Pacific R. R. Co.* June 7, 1911. Refund of $93.28 on two cars of eggs from Clarinda, Iowa, to Ogden, Utah. Excessive rate.

16044. *W. G. Bush & Co.* v. *Louisville & Nashville R. R. Co.* June 5, 1911. Refund of $234.10 on 14 cars of brick from Nashville, Tenn., to Glasgow, Ky. Excessive rate.

16045. *Yellow River Lumber Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* August 8, 1911. Refund of $103.23 on nine cars of poles from Hughey, Wis., to Minnesota Transfer, Minn. Excessive rate.

16046. *Owen Bearse & Son Co.* v. *New York Central & Hudson River R. R. Co.* August 28, 1911. Refund of $45.32 on two cars of lumber from New York, N. Y., to East Boston, Mass. Excessive rate.

16048. *Atlantic Refining Co.* v. *Pennsylvania R. R. Co.* June 26, 1911. Refund of $258.26 on 36 cars of fuel oil from Pittsburgh, Pa., to Perth Amboy, N. J. Excessive rate.

16049. *B. B. Smith* v. *Northern Pacific Ry. Co.* May 24, 1911. Refund of $26.77 on one car of sawdust from Pine City, Minn., to Clear Lake, Iowa. Excessive rate.

16054. *American Hide & Leather Co.* v. *Kansas City Southern Ry. Co.* June 10, 1911. Refund of $21.60 on one car of hides from Texarkana, Tex., to Chicago, Ill. Excessive rate.

16055. *National Tube Co.* v. *New York Central & Hudson River R. R. Co.* June 23, 1911. Refund of $58.14 on one car of boiler tubes from Syracuse, N. Y., to Jackson, Tenn. Excessive rate.

16056. *Standard Oil Co.* v. *Chicago Great Western R. R. Co.* August 9, 1911. Refund of $10 on 10 cars of petroleum products. Excessive switching charges at St. Paul, Minn.

16057. *Standard Oil Co.* v. *Chicago Great Western R. R. Co.* May 19, 1911. Refund of $5.22 on shipment of gasoline from Whiting, Ind., to Stockton, Ill. Excessive rate.

16058. *Vulcan Crucible Steel Co.* v. *American Express Co.* May 22, 1911. Refund of $2.27 on shipment of iron bars from Aliquippa, Pa., to Racine, Wis. Excessive rate.

16059. *Fullerton Lumber Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* July 14, 1911. Refund of $104 on shipment of sash and doors from Chicago, Ill., to Lemmon, S. Dak. Excessive rate.

16060. *Pruitt Commission Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* August 31, 1911. Waive collection of $140.97 on three cars of apples from Watsonville, Cal., to San Antonio, Tex. Excessive rate.

16061. *Austin & Foster* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 5, 1911. Waive collection of $94.57 on two cars of apples from Watsonville, Cal., to San Antonio, Tex. Excessive rate.

16062. *Guggenheim & Goldsmith* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 5, 1911. Waive collection of $94.86 on two cars of apples from Watsonville, Cal., to San Antonio, Tex. Excessive rate.

16063. *Jno. Zudich Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 5, 1911. Waive collection of $47.94 on one car of apples from Watsonville, Cal., to San Antonio, Tex. Excessive rate.

16064. *J. Schlessinger* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 5, 1911. Waive collection of $48.87 on one car of apples from Watsonville, Cal., to San Antonio, Tex. Excessive rate.

16065. *Wilson Bros. Lumber Co.* v. *Pittsburgh, Shawmut & Northern R. R. Co.* May 22, 1911. Refund of $38.36 on two cars of lumber from St. Marys, Pa., to Meadville, Pa. Excessive rate.

16066. *O. F. Haley Co.* v. *St. Louis Southwestern Ry. Co.* June 24, 1911. Refund of $88.47 on shipment of whisky from Green Brier, Tenn., to Fort Worth, Tex. Excessive rate.

16068. *Martin Casey & Co.* v. *St. Louis Southwestern Ry. Co.* June 16, 1911. Refund of $14.06 on two shipments of whisky from Owensboro, Ky., to Fort Worth, Tex. Excessive rate.

16069. *Martin Casey & Co.* v. *St. Louis Southwestern Ry. Co.* June 7, 1911. Refund of $3.97 on shipment of whisky from Frankfort, Ky., to Fort Worth, Tex. Excessive rate.

16070. *Swope & Mangold* v. *St. Louis Southwestern Ry. Co.* June 16, 1911. Refund of $83.22 on shipment of whisky from Dants, Ky., to Dallas, Tex. Excessive rate.

16071. *Mark Sarazan & Co.* v. *St. Louis Southwestern Ry. Co.* August 12, 1911. Refund of $44.21 on shipment of whisky from Lair, Ky., to Dallas, Tex. Excessive rate.

16072. *Mark Sarazan & Co.* v. *St. Louis Southwestern Ry. Co.* August 12, 1911. Refund of $44.21 on two shipments of whisky from Lair, Ky., to Dallas, Tex. Excessive rate.

16073. *F. A. Wellington* v. *New York, New Haven & Hartford R. R. Co.* May 22, 1911. Refund of $128 on 16 cars of ice from Southbridge, Mass., to Webster, Mass. Excessive rate.

16077. *Dupont Powder Co.* v. *Southern Pacific Co.* October 26, 1911. Refund of $385.49 on five cars of high explosives from Vigoritt, Hercules, and Powder Works, Cal., to Clifton, Ariz. Excessive minimum.

16079. *Cudahy Packing Co.* v. *Chicago Great Western R. R. Co.* August 8, 1911. Refund of $1.50 on one car of meat on account of excessive switching charges at St. Paul, Minn.

16080. *R. B. Rugh & Co.* v. *Colorado & Southern Ry. Co.* June 3, 1911. Refund of $12.72 on one car of potatoes from Kersey, Colo., to Dallas, Tex. Excessive rate.

16081. *Gamble-Robinson Commission Co.* v. *Chicago Great Western R. R. Co.* May 22, 1911. Refund of $2.48 on one car of grapes from Mattawan, Mich., to Rochester, Minn. Excessive rate.

16082. *Jno. R. Burkholder* v. *Pennsylvania R. R. Co.* May 10, 1911. Refund of $6.80 on one car of cottonseed meal and hulls from Charlotte, N. C., to Hartman, Pa. Excessive rate.

16084. *Tennessee Coal, Iron & R. R. Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* October 13, 1911. Refund of $17.42 on two shipments of bar steel from Bessemer, Ala., to El Paso, Tex. Excessive rate.

16087. *S. P. Doak* v. *Southern Pacific Co.* May 9, 1911. Refund of $34.72 on four cars of cattle from Klamath Falls, Oreg., to Yountville, Cal. Excessive rate.

16092. *James W. Murphy* v. *Wells Fargo & Co.* August 16, 1911. Refund of $2.32 on shipment of fruit from Tualitin, Oreg., to Butte, Mont. Excessive rate.

16093. *New England Furniture & Carpet Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* June 3, 1911. Refund of $1.07 on one car of cabinets and bookcases from Indianapolis, Ind., to Minneapolis, Minn. Excessive rate.

16094. *Robinson Lumber Co.* v. *Louisville & Nashville R. R. Co.* May 16, 1911. Refund of $69 on one car of ties from Bowling Green, Ky., to Evansville, Ind. Excessive rate.

16096. *Standard Live Stock Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* July 31, 1911. Refund of $12.37 on one car of cattle from Wichita, Kans., to Capron, Okla. Excessive rate.

16098. *Marrett Grocery Co.* v. *Ocean S. S. Co. of Savannah.* June 26, 1911. Waive collection of $40.13 on one car of potatoes from Easton, Me., to Atlanta, Ga. Excessive rate.

16100. *Napoleon Hill Cotton Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* October 10, 1911. Refund of $1,141.57 on shipment of cotton from Everton, etc., Ark., to Dupo, Ill., and St. Louis, Mo. Excessive rate.

16103. *W. H. Frederick* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 23, 1911. Refund of $10.20 on one car of cattle from Wichita, Kans., to Braman, Okla. Excessive rate.

16104. *Marietta Bone & Phosphate Co.* v. *Baltimore & Ohio R. R. Co.* June 16, 1911. Refund of $154.20 on 10 cars of phosphate rock from Baltimore, Md., to Marietta, Ohio. Excessive rate.

16105. *Yellow River Lumber Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* June 2, 1911. Refund of $9 on one car of poles from Hughey, Wis., to Minneapolis, Minn. Excessive rate.

16109. *Elk Tanning Co.* v. *Lehigh Valley R. R. Co.* August 23, 1911. Refund of $133.85 on 11 shipments of bark from Hoboken, N. J., to La Porte, Pa. Excessive rate.

16112. *Standard Oil Co.* v. *St. Louis & San Francisco R. R. Co.* May 31, 1911. Refund of $739.94 on seven cars of naphtha from Sapulpa, Okla., to Sugar Creek, Mo. Excessive rate.

16116. *Victoria Land & Cattle Co.* v. *Southern Pacific Co.* July 27, 1911. Refund of $589.84 on five cars of cattle from Gosford, Cal., to Separm, N. Mex. Excessive rate.

16118. *Western Meat Co.* v. *Southern Pacific Co.* September 13, 1911. Refund of $92.23 on shipment of sheep from Minden, Nev., to South San Francisco, Cal. Fourteen single-deck cars being furnished instead of double-decks.

16120. *P. P. Williams & Co.* v. *Vicksburg, Shreveport & Pacific Ry. Co.* May 22, 1911. Refund of $392.45 on nine cars of peanuts from Chaudrant, etc., La., to Vicksburg, Miss. Excessive rate.

16124. *McChord, Crockett & Kolp* v. *Illinois Central R. R. Co.* May 22, 1911. Refund of $14.70 on one car of corn from Staleys, Ill., to Memphis, Tenn., for reshipment. Excessive rate.

16133. *Trexler Lumber Co.* v. *Lehigh Valley R. R. Co.* May 17, 1911. Refund of $58.25 on 11 cars of lumber from Allentown, Pa., to various points. Excessive rate.

16134. *J. S. Hazelrigg* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* June 26, 1911. Refund of $19.89 on two cars of oats and corn from Strawns, Ind., to Uhrichsville, Ohio. Excessive rate.

16137. *Warren Bros. Co.* v. *Delaware & Hudson Co.* May 13, 1911. Refund of $20 on one car of slate from Whitehall, N. Y., to East Cambridge, Mass. Excessive rate.

16140. *King-Ryder Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* September 26, 1911. Refund of $223.65 on eight shipments of lumber from Bon Ami, La., to New Orleans, La. Excessive rate.

16142. *C. L. Colman Lumber Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* October 31, 1911. Refund of $30.37 on shipment of lumber from Landers, Ark., to Junius, S. Dak. Excessive rate.

16145. *Roswell Wool & Hide Co.* v. *Eastern Ry. of New Mexico System.* June 3, 1911. Refund of $141.28 on shipment of alfalfa meal from Roswell, N. Mex., to Abilene, Tex. Excessive rate.

16152. *Du Pont Powder Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 19, 1911. Refund of $667.80 on one car of explosives from Galveston, Tex., to San Francisco, Cal. Excessive rate.

16163. *Denton Lumber Co.* v. *Southern Ry. Co.* May 11, 1911. Refund of $66.39 on six cars of lumber from Denton, N. C., to Danville, Va. Excessive rate.

16168. *United States Radiator Co.* v. *Pere Marquette R. R. Co.* June 5, 1911. Refund of $19.99 on shipment of heaters and radiators from Detroit, Mich., to Plymouth, Wis. Excessive rate.

16170. *Stratford Oyster Co.* v. *Adams Express Co.* August 1, 1911. Refund of $45.30 on two shipments of empty oyster carriers from Providence, R. I., to Chicago, Ill. Excessive rate.

16171. *Moore Bros. Glass Co.* v. *West Jersey & Seashore R. R. Co.* June 7, 1911. Refund of $25.70 on one car of bottles from Clayton, N. J., to Worcester, Mass. Excessive rate.

16175. *Niagara Textile Co.* v. *Boston & Maine R. R.* June 24, 1911. Refund of $56.14 on six cars of tow yarn from Boston, Mass., to Lockport, N. Y. Excessive rate.

16176. *Nebraska Portland Cement Co.* v. *Chicago, Burlington & Quincy R. R. Co.* June 23, 1911. Refund of $36 on one car of steel, etc., from Argentine, Kans., to Superior, Wis. Excessive switching charges.

16177. *D. McNall* v. *Chicago, Burlington & Quincy R. R. Co.* June 16, 1911. Waive collection of $68.69 on three cars of hay from Minatare, Nebr., to Terry, S. Dak. Excessive rate.

16179. *J. J. Caine* v. *Southern Ry. Co.* June 26, 1911. Refund of $64.35 on one car of scrap iron from Charleston, S. C., to Elizabethtown, Pa. Excessive rate.

16181. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* August 10, 1911. Refund of $43.35 and waive collection of $28.67 on two cars of snapped corn from Odenburg, etc., La., to Maypearl, Tex. Excessive rate.

16182. *Browne Grain Co.* v. *Texas & Pacific Ry. Co.* May 10, 1911. Refund of $57.15 on one car of snapped corn from Church Point, La., to Palestine, Tex. Excessive rate.

16187. *Owosso Sugar Co.* v. *Michigan Central R. R. Co.* September 18, 1911. Refund of $177.74 on four cars of beets from Oil Springs and Eddys, Ontario, to Owosso, Mich. Excessive rate.

16189. *Dexter Portland Cement Co.* v. *Central R. R. Co. of New Jersey.* June 16, 1911. Refund of $26.44 on two cars of flint pebbles from New York, N. Y., to Nazareth, Pa. Excessive rate.

16191. *E. W. Wiggins* v. *Atlantic Coast Line R. R. Co.* August 11, 1911. Refund of $158.28 on two cars of strawberries from Plant City, Fla., to Boston, Mass. Excessive rate.

16193. *H. W. Ruddell* v. *Southern Pacific Co.* May 19, 1911. Refund of $4.35 and waive collection of $3.15 on one car of household goods from Fort Collins, Colo., to Leemoore, Cal. Excessive rate.

16201. *E. F. Daniels & Co.* v. *Illinois Central R. R. Co.* August 9, 1911. Waive collection of $29.13 on five shipments of coal from Caledonia, Ind., to Chicago, Ill. Excessive rate.

16202. *Roper Wholesale Grocery Co.* v. *Atlanta & West Point R. R. Co.* November 9, 1911. Refund of $50.23 on shipment of canned salmon from Charleston, S. C., to La Grange, Ga. Excessive rate.

16211. *Earl Fruit Co.* v. *Southern Pacific Co.* May 22, 1911. Refund of $240.50 on two cars of apples from Watsonville, Cal., to Philadelphia, Pa. Excessive rate.

16212. *Postum Cereal Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* May 17, 1911. Refund of $35.82 on two cars of Toasties from Battle Creek, Mich., to Fort Smith, Ark. Excessive rate.

16215. *United States Leather Co.* v. *Western Maryland R. R. Co.* November 2, 1911. Refund of $40.11 and waive collection of $12.03 on one car of leather from Davis, W. Va., to Elizabeth, N. J. Excessive rate.

16216. *Arenz Commission Co.* v. *Union Pacific R. R. Co.* May 22, 1911. Refund of $69.24 on two cars of apples from Watsonville, Cal., to Denver and Greeley, Colo. Excessive rate.

16217. *Middlesworth Commission Co.* v. *Union Pacific R. R. Co.* May 22, 1911. Refund of $33 on one car of apples from Watsonville, Cal., to Denver, Colo. Excessive rate.

16218. *Humphreys Commission Co.* v. *Union Pacific R. R. Co.* May 22, 1911. Refund of $105.02 on three cars of apples from Watsonville, Cal., to Greeley and Denver, Colo. Excessive rate.

16219. *W. T. Ferguson Lumber Co.* v. *Houston, East & West Texas Ry. Co.* August 11, 1911. Refund of $3.43 on one car of lumber from Buck, Tex., to Sandoval, Ill. Excessive rate.

16223. *New England Lime Co.* v. *New York, New Haven & Hartford R. R. Co.* June 7, 1911. Refund of $15.04 on two cars of lime from West Stockbridge, Mass., to Coney Island, N. Y. Excessive rate.

16224. *Saginaw Salt Co.* v. *Michigan Central R. R. Co.* June 9, 1911. Refund of $14 on one car of salt from St. Charles, Mich., to Johnsburg, Ind. Excessive rate.

16225. *Alart & McGuire* v. *Chicago & North Western Ry. Co.* June 5, 1911. Refund of $15.20 on shipment of pickles from Green Bay, Wis., to Charleston, W. Va. Excessive rate.

16226. *Browns Elevator Co.* v. *Illinois Central R. R. Co.* June 5, 1911. Refund of $12.80 on three cars of oats from Browns, Ill., to Indianapolis, Ind. Excessive minimum.

16228. *W. T. Ferguson Lumber Co.* v. *Houston, East & West Texas Ry. Co.* September 14, 1911. Refund of $4.51 on one car of lumber from Buck, Texas, to Murphysboro, Ill. Excessive rate.

16229. *Lawrence-Hensley Fruit Co.* v. *Union Pacific R. R. Co.* May 22, 1911. Refund of $202 on six cars of apples from Watsonville, Cal., to Boulder, Greeley, Sterling, and Denver, Colo. Excessive rate.

16230. *Iowa Dairy Separator Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* May 13, 1911. Refund of $3.34 on shipment of cream separators from Waterloo, Iowa, to Grand Rapids, Mich. Larger car being furnished than ordered.

16233. *Dixon Fagerberg* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 9, 1911. Refund of $158.66 on two shipments of potatoes from Cloverly and Ault, Colo., to Prescott, Ariz. Excessive rate.

16236. *E. S. Wakelin Grocery Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* May 17, 1911. Refund of $75.90 on shipment of potatoes from Kluver, Colo., to Phoenix, Ariz. Excessive rate.

16238. *Loma Fruit Co.* v. *Southern Pacific Co.* May 22, 1911. Refund of $128.57 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

16240. *Quanah, Acme & Pacific Ry. Co.* v. *Fort Worth & Denver City Ry. Co.* November 9, 1911. Refund of $171.66 on six cars of coal from Sapris, Colo., to Quanah, Tex. Excessive rate.

16242. *Fordyce Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 30, 1911. Refund of $24.39 and waive collection of $18.97 on one car of lumber from Fordyce, Ark., to St. Johnsbury, Vt. Excessive rate.

16244. *Gulf Refining Co.* v. *Atlantic Coast Line R. R. Co.* July 31, 1911. Refund of $347.34 and waive collection of $118.14 on 15 cars of fuel oil from Jacksonville, Fla., to Wilmington, N. C. Excessive rate.

16245. *Gamble-Robinson Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 4, 1911. Refund of $2.40 on shipment of grapes from Paw Paw, Mich., to St. Paul, Minn. Excessive rate.

16246. *Gamble-Robinson Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 4, 1911. Refund of $9.93 on four shipments of grapes from Lawton, Mich., to Minneapolis and St. Paul, Minn. Excessive rate.

16248. *Gamble-Robinson Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 4, 1911. Refund of $7.60 on three shipments of grapes from Mattawan, Mich., to Mankato, Minn. Excessive rate.

16249. *Gamble-Robinson Commission Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 4, 1911. Refund of $2.48 on shipment of grapes from Mattawan, Mich., to Minneapolis, Minn. Excessive rate.

16250. *Bettendorf Axle Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* June 26, 1911. Refund of $77.60 on three cars of car shapes from South Bethlehem, Pa., to Davenport, Iowa. Excessive rate.

16251. *Donaldson & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 12, 1911. Refund of $20.68 and waive collection of $6.82 on one car of scrap iron from Marshall, Mo., to East Moline, Ill. Excessive rate.

16254. *Southern Lumber Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 8, 1911. Refund of $16.35 on shipment of lumber from Warren, Ark., to Nashua, N. H. Excessive rate.

16256. *Texas Glass Co.* v. *St. Louis Southwestern Ry. Co.* June 6, 1911. Refund of $1,074.57 on three cars of salt cake from East St. Louis, Ill., to Texarkana, Ark. Excessive rate.

16257. *John Deere Plow Co.* v. *Chicago & North Western Ry. Co.* May 27, 1911. Refund of $3.08 on shipment of implements from Omaha, Nebr., to Lowden, Iowa. Excessive rate.

16260. *Muskogee Pipe Line Co.* v. *St. Louis & San Francisco R. R. Co.* October 13, 1911. Refund of $325.60 on four cars of crude oil from Muskogee, Okla., to Chanute Kans. Excessive rate.

16261. *Sidney Smith* v. *Southern Pacific Co.* June 16, 1911. Refund of $120 on one car of emigrant outfit from Luling, Tex., to Los Angeles, Cal. Excessive rate.

16264. *Consumers Gas Co.* v. *Grand Trunk Ry. Co.* August 1, 1911. Refund of $260.02 on four cars of coal tar from Toronto, Ontario, to Boston, Mass. Excessive rate.

16267. *Harkrider-Morrison Co.* v. *St. Louis & San Francisco R. R. Co.* July 26, 1911. Refund of $46.12 on shipment of potatoes from Fenn, Ark., to Fort Worth, Tex. Excessive rate.

16274. *Swift & Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* June 16, 1911. Refund of $6.05 on shipment of dried blood from Union Stock Yards, Ill., to Clayton, N. C. Excessive rate.

16278. *Williams Bros.* v. *Louisville & Nashville R. R. Co.* October 17, 1911. Refund of $10.30 on shipment of lumber from Samson, Ala., to Fayetteville, Tenn. Excessive rate.

16286. *Dow Coal Co.* v. *St. Louis, San Francisco & Texas Ry. Co.* June 30, 1911. Refund of $26.35 on one car of coal from Green Canon, Colo., to Sherman, Tex. Excessive rate.

16296. *Seaboard Rice Milling Co.* v. *Trinity & Brazos Valley Ry. Co.* November 15, 1911. Refund of $358.18 on three cars of rice from Arnaudville, La., to Galveston, Tex. Excessive rate.

16297. *James & Romans and W. K. Harding Produce Co.* v. *Trinity & Brazos Valley Ry. Co.* September 5, 1911. Refund of $24.64 and $12.36 on three cars of potatoes from Kersey, Colo., to Dallas, Tex. Excessive rate.

16299. *M. Stewart* v. *Chicago, Rock Island & Pacific Ry. Co.* May 17, 1911. Refund of $4.20 on shipment of one horse from Dearborn, Mo., to Cedar Rapids, Iowa. Excessive rate.

16300. *American Sheet & Tin Plate Co.* v. *Wheeling & Lake Erie R. R. Co.* June 28, 1911. Refund of $43.62 on two shipments of palm oil from Martins Ferry, Ohio, to Monessen, Pa. Excessive rate.

16301. *Wabash Screen Door Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* June 16, 1911. Refund of $79.58 on two shipments of screen doors from Minneapolis, Minn., to Salt Lake City, Utah. Excessive rate.

16303. *Babcock Lumber Co.* v. *Pennsylvania R. R. Co.* June 16, 1911. Refund of $16.80 on one car of lath from Ashtola, Pa., to Lisbon, Ohio. Excessive rate.

16306. *Armour & Co.* v. *Chicago Great Western Ry. Co.* August 8, 1911. Refund of $46.50 on 31 cars of packing-house products. Excessive switching charges at St. Paul, Minn.

16307. *Ozark Coopcrage & Lumber Co.* v. *St. Louis & San Francisco R. R. Co.* June 30, 1911. Refund of $15.92 on one car of cooperage stock from Truman, Ark., to Houston, Tex. Excessive rate.

16308. *Guggenheim & Co.* v. *Southern Pacific Co.* September 20, 1911. Refund of $664.29 on one car of honey from Safford, Ariz., to Louisville, Ky. Excessive rate.

16310. *Greensville Manufacturing Co.* v. *Atlantic Coast Line R. R. Co.* May 19, 1911. Refund of $442.13 on 23 shipments of lumber from Spring Hope, N. C., to Emporia, Va., to be manufactured and reshipped. Excessive rate.

16311. *Parsons & Hardison* v. *Atlantic Coast Line R. R. Co.* July 22, 1911. Refund of $77.52 on four shipments of fertilizer from Wilmington, N. C., to Watsons Siding, S. C. Excessive rate.

16315. *Williamsport & North Branch R. R. Co.* v. *Central R. R. Co. of New Jersey.* July 22, 1911. Refund of $313.02 on 17 cars of ties from Jersey City, N. J., to Hughesville, Pa. Excessive rate.

16321. *National Fire Proofing Co.* v. *Pennsylvania Co.* July 27, 1911. Refund of $83.14 on eight shipments of hollow building tile from Hobart, Ind., to Kansas City, Mo. Excessive rate.

16328. *Loma Fruit Co.* v. *Southern Pacific Co.* June 16, 1911. Refund of $48.20 on shipment of apples from Watsonville, Cal., to Chicago, Ill. Excessive rate.

16329. *Anderson Vehicle Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 31, 1911. Refund of $20.68 on one car of agricultural implements from Liberty, Ind., to Hayton, Wis. Excessive rate.

16331. *Palmer & Co.* v. *Chicago, Burlington & Quincy R. R. Co.* June 24, 1911. Refund of $202.56 on 16 cars of apples from Troy, etc., Kans., to Sioux City, Iowa. Excessive rate.

16333. *Keys-Church Co.* v. *New York Central & Hudson River R. R. Co.* June 16, 1911. Refund of $27 on one car of staves from Tupper Lake Junction, N. Y., to Baltimore, Md. Excessive rate.

16339. *Whitehead Bros. Co.* v. *Central R. R. Co. of New Jersey.* June 3, 1911. Refund of $15 on shipment of clay from Middlesex, N. J., to Cohoes, N. Y. Excessive rate.

16340. *Adirondack League Club* v. *New York Central & Hudson River R. R. Co.* August 30, 1911. Waive collection of $16.50 on one car of coal from Yatesville, Pa., to Fulton Chain, N. Y. Excessive rate.

16343. *Coosa Manufacturing Co.* v. *Central of Georgia Ry. Co.* July 31, 1911. Refund of $12.26 on two cars of cotton from Rome, Ga., to Piedmont, Ala. Excessive rate.

16344. *Rocky Mountain Fuel Co.* v. *Chicago, Burlington & Quincy R. R. Co.* July 26, 1911. Refund of $69.21 on one car of coal from Baldwin, Colo., to Hastings, Nebr. Excessive rate.

16345. *Thompson & Stewart* v. *Wheeling & Lake Erie R. R. Co.* June 24, 1911. Refund of $47.52 on shipment of brick from Osnaburg, Ohio, to Duluth, Minn. Excessive rate.

16346. *Semmes Hardware Co.* v. *Central of Georgia Ry. Co.* June 5, 1911. Refund of $35.64 on shipment of sadirons from Boyce, Tenn., to Savannah, Ga. Excessive rate.

16348. *Valley Mercantile Co.* v. *Northern Pacific Ry. Co.* October 3, 1911. Refund of $18.22 on one car of flour from Mandan, N. Dak., to Hamilton, Mont. Excessive rate.

16349. *Crenshaw Bros. & Saffold* v. *Atlantic Coast Line R. R. Co.* July 31, 1911. Refund of $34.59 on shipment of fruits from Jacksonville, Fla., originating at Newcastle, Cal., to Tampa, Fla. Excessive rate.

16350. *Crenshaw Bros. & Saffold* v. *Atlantic Coast Line R. R. Co.* August 8, 1911. Refund of $57.15 on shipment of peaches from Jacksonville, Fla., originating at Palisade, Colo., and Bremen and Perry, Ga., to Tampa, Fla. Excessive rate.

16352. *Avery & Owen Co.* v. *Atlantic Coast Line R. R. Co.* August 8, 1911. Refund of $58.81 on shipment of bananas from Charleston, S. C., to Tampa, Fla. Excessive rate.

16353. *Acme Manufacturing Co.* v. *Atlantic Coast Line R. R. Co.* June 3, 1911. Refund of $10.12 on shipment of fertilizers from Cronly, N. C., to Watsons Siding, S. C. Excessive rate.

16355. *Standard Live Stock Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 7, 1911. Refund of $13.97 on one car of cattle from Wichita, Kans., to Capron, Okla. Excessive rate.

16358. *United States Gypsum Co.* v. *Pere Marquette R. R. Co.* August 11, 1911. Refund of $22 on one car of sand plaster from Grand Rapids, Mich., to Amhurst Junction, Wis. Excessive rate.

16361. *California Sugar & White Pine Agency* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 12, 1911. Refund of $3,518.96 on shipments of lumber from California points, etc., to eastern points. Excessive rate.

16367. *J. K. Hower* v. *Minneapolis & St. Louis R. R. Co.* October 13, 1911. Refund of $36.76 on two cars of roofing slate from Slatington, Pa., to Jordan, Minn. Excessive rate.

16369. *S. T. Fish & Co.* v. *Chicago & Eastern Illinois R. R. Co.* August 10, 1911. Refund of $216 on two cars of peaches from Horatio, Ark., to Chicago, Ill. Excessive rate.

16370. *United Metals Selling Co. and Phelps-Dodge Co.* v. *Southern Pacific Co.—Atlantic S. S. Lines.* October 12, 1911. Waive collection of $129,469.47 on shipments of copper from Clifton, Douglas, and Morenci, Ariz. Nonabsorption of lighterage charges at New York, N. Y.

16373. *H. E. Kline* v. *Pennsylvania R. R. Co.* May 26, 1911. Refund of $155.12 on 11 cars of horses and mules from East Earl, Pa., to Richmond, Va. Excessive rate.

16375. *Berlin Machine Works* v. *Chicago & North Western Ry. Co.* November 2, 1911. Refund of 67 cents on one sand drum from Marion, Ind., to Beloit, Wis. Excessive rate.

16376. *Fairbanks, Morse & Co.* v. *Chicago & North Western Ry. Co.* September 16, 1911. Refund of $4.73 on one engine from Detroit, Mich., to Beloit, Wis. Excessive rate.

16378. *Ashepoo Fertilizer Co.* v. *Atlantic Coast Line R. R. Co.* August 9, 1911. Refund of $8.80 on two cars of fertilizer from Charleston, S. C., to various points. Excessive minimum weight.

16380. *Iola Portland Cement Co.* v. *Missouri Pacific Ry. Co.* July 22, 1911. Refund of $10.07 on one car of cement from Iola, Kans., to Mondak, Mont. Excessive rate.

16381. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* October 17, 1911. Refund of $16.63 on two shipments of gasoline from Buffalo, N. Y., to Newport, Ind. Excessive rate.

16382. *Standard Oil Co.* v. *Pere Marquette R. R. Co.* October 17, 1911. Refund of $16.74 on two shipments of gasoline from Buffalo, N. Y., to Colfax, Ill. Excessive rate.

16384. *Upham & Agler* v. *Chicago & North Western Ry. Co.* June 19, 1911. Refund of $11.32 on 22 cars of lumber from various points to various points. Nonallowance for car stakes.

16385. *J. P. McAlister & Co.* v. *Cincinnati, Hamilton & Dayton Ry. Co.* August 12, 1911. Refund of $13.59 on one car of shelled corn from Botkins, Ohio, to Shelocta, Pa. Excessive rate.

16386. *Sulphur City Canning Co.* v. *St. Louis & San Francisco R. R. Co.* June 24, 1911. Refund of $64.80 on one car of canned apples from Elkins, Ark., to St. Louis, Mo. Excessive rate.

16387. *Anderson-Tully Co.* v. *St. Louis & San Francisco R. R. Co.* June 13, 1911. Refund of $24.78 on one car of egg-case shooks, etc., from Memphis, Tenn., to Mammoth Springs, Ark. Excessive rate.

16389. *Bean & Nation* v. *St. Louis, Iron Mountain & Southern Ry. Co.* August 11, 1911. Refund of $12 on one car of cottonseed cake from Wagoner, Okla., to Hardtner, Kans. Excessive rate.

16390. *Davis-Fowler Co.* v. *Galveston, Harrisburg & San Antonio Ry. Co.* June 5, 1911. Refund of $49.37 on one car of apples from Watsonville, Cal., to Houston, Tex. Excessive rate.

16391. *Nickey & Sons Co. (Inc.)* v. *Chicago, Rock Island & Pacific Ry. Co.* June 26, 1911. Refund of $92.81 on six cars of logs from Plainview, Ark., to Memphis, Tenn. Excessive rate.

16392. *Stacy Fruit Co.* v. *Chicago & North Western Ry. Co.* June 7, 1911. Refund of $183 on one car of apples from Woodside, Mont., to Watertown, S. Dak. Excessive rate.

16395. *J. A. Wohlwend* v. *Chicago, Burlington & Quincy R. R. Co.* June 28, 1911. Refund of $95.42 on three cars of potatoes from Barnesville, Minn., to Fremont, Nebr. Excessive rate.

16396. *Sweitzer Mercantile Co.* v. *Denver & Rio Grande R. R. Co.* June 16, 1911. Refund of $97.58 on two cars of apples from Thompson, Utah, to Leadville, Colo. Excessive rate.

16398. *I. T. Fangboner v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* August 11, 1911. Refund of $6.54 on one car of hay from Grants, Ohio, to New York, N. Y. Excessive rate.

16399. *A. K. Hansen & Co.* v. *Grand Trunk Ry. System.* October 26, 1911. Refund of $1,049.04 on 79 cars of pulp wood from Point Levi, Quebec, to Lockport, N. Y. Excessive rate.

16402. *St. Joseph Stock Yards Co.* v. *Missouri Pacific Ry. Co.* July 27, 1911. Refund of $50 on 50 cars of hay, stone, and gravel from various points to South St. Joseph, Mo. Nonabsorption of switching charges.

16403. *Henderson Cotton Mills* v. *St. Louis, Iron Mountain & Southern Ry. Co.* September 15, 1911. Waive collection of $23.13 on shipment of cotton from Monticello, Ark., to Henderson, Ky. Excessive rate.

16404. *Springfield Wagon Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* August 10, 1911. Refund of $15 on five cars of lumber from various points to Springfield, Mo. Nonabsorption of switching charges.

16405. *Harsh Bros. & Co.* v. *Illinois Central R. R. Co.* June 18, 1911. Refund of $17.62 on five cars of grain from St. Louis, Mo., to Atlanta, Ga., and Nashville, Tenn. Nonallowance for elevation.

16407. *Spokane Baking Co.* v. *Northern Pacific Ry. Co.* July 7, 1911. Refund of $105 on one car of malt sirup from Cincinnati, Ohio, to Spokane, Wash. Excessive rate.

16408. *Ohio Iron & Metal Co.* v. *Michigan Central R. R. Co.* June 26, 1911. Refund of $165 on nine cars of scrap rails from Port Arthur and North Bay, Ontario, to Lackawanna, N. Y. Excessive demurrage charges.

16409. *E. S. Weyand* v. *Pennsylvania Co.* June 10, 1911. Refund of $20.22 on one car of ashes from Wellsville Shop, Ohio, to Beaver, Pa. Excessive rate.

16410. *Diamond Coal Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 16, 1911. Refund of $737.73 on one car of lumber and three cars of ties from Cliffs, Ariz., to Pollocks Spur, N. Mex. Excessive rate.

16412. *Seaboard Refining Co.* v. *Texas & Pacific Ry. Co.* August 18, 1911. Refund of $24, on four cars of cottonseed oil, etc., from various points to Gretna, La. Excessive rate.

16413. *J. Charowsky* v. *Texas & Pacific Ry. Co.* June 3, 1911. Refund of $22.71 on shipment of whisky from Jett, Ky., to Fort Worth, Tex. Excessive rate.

16417. *Valvoline Oil Works* v. *Pennsylvania R. R. Co.* August 10, 1911. Refund of $48.54 on nine cars of oil from Neoline, Pa., to Louisville, Ky. Excessive rate.

16418. *Phillips Sheet & Tin Plate Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* August 9, 1911. Refund of $31.09 on one car of tin plate from Weirton, W. Va., to San Francisco, Cal. Excessive rate.

16430. *National Fire Proofing Co.* v. *Central R. R. Co. of New Jersey.* June 30, 1911. Refund of $35.30 on two cars of brick from Perth Amboy, N. J., to Cornwall, Pa. Excessive rate.

16431. *United Iron Works Co.* v. *St. Louis & San Francisco R. R. Co.* August 29, 1911. Refund of $10.50 on one car of pig iron from Trussville, Ala., to Springfield, Mo. Excessive rate.

16432. *Lill-Robinson Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $12.39 on five cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16436. *Diamond Match Co.* v. *Lake Shore & Michigan Southern Ry. Co.* June 5, 1911. Refund of $14.74 on two cars of box board from Monroe, Mich., to Oshkosh, Wis. Excessive rate.

16438. *Malden Marble Works* v. *St. Louis Southwestern Ry. Co.* June 5, 1911. Refund of $29.59 on 16 shipments of marble and stone from Malden, Mo., to various points. Excessive rate.

16439. *Hydraulic Press Brick Co.* v. *Union Pacific R. R. Co.* July 27, 1911. Refund of $163.69 on two cars of brick from St. Louis, Mo., to Laramie, Wyo. Excessive rate.

16440. *Donaldson & Howard Commission Co.* v. *Union Pacific R. R. Co.* June 5, 1911. Refund of $35.52 on one car of apples from Watsonville, Cal., to Denver, Colo. Excessive rate.

16441. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $40.20 on 15 cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16442. *Interstate Coal & Coke Co.* v. *Vandalia R. R. Co.* June 14, 1911. Refund of $5.72 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16443. *Armour & Co.* v. *Chicago & North Western Ry. Co.* June 24, 1911. Refund of $69.44 on five cars of glue grease from Carrollville, Wis., to Chicago, Ill. Excessive rate.

16447. *J. L. Taylor* v. *Union Pacific R. R. Co.* June 2, 1911. Refund of $35.29 on one car of apples from Watsonville, Cal., to Denver, Colo. Excessive rate.

16448. *Glen Ayr Coal Co.* v. *Vandalia R. R. Co.* September 26, 1911. Refund of $3.47 on shipment of coal from Glen, Ind., to Racine Junction, Wis. Excessive rate.

16449. *Glen Ayr Coal Co.* v. *Vandalia R. R. Co.* July 25, 1911. Refund of $4.35 on shipment of coal from Glen, Ind., to Racine Junction, Wis. Excessive rate.

16450. *J. F. Meyer & Sons Milling Co.* v. *Missouri Pacific Ry. Co.* September 15, 1911. Refund of $78.30 on two cars of flour (wheat originating at Ray and Seward, Kans.) from Springfield, Mo., to Amarillo, Tex. Excessive rate.

16452. *Buckeye Cotton Oil Co.* v. *Central of Georgia Ry. Co.* June 26, 1911. Refund of $120.21 on six cars of cottonseed from Hartford, Ala., to Macon, Ga. Excessive rate.

16454. *Martin Bros.* v. *Southern Pacific Co.* June 5, 1911. Refund of $129.08 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

16458. *M. F. Baringer* v. *Pennsylvania R. R. Co.* June 26, 1911. Refund of $34.30 on one car of corn from Buffalo, N. Y., to Red Lion, Pa. Excessive rate.

16459. *Du Bois & Butler Brick Co.* v. *Pennsylvania R. R. Co.* August 15, 1911. Refund of $66.90 on one car of brick from Falls Creek, Pa., to New Orleans, La. Excessive rate.

16460. *Worth Bros. Co.* v. *Pennsylvania R. R. Co.* June 9, 1911. Refund of $44.45 on one car of boiler plates from Coatesville, Pa., to Copper Hill, Tenn. Excessive rate.

16461. *O. W. Ketcham* v. *Philadelphia, Baltimore & Washington R. R. Co.* June 10, 1911. Refund of $9 on one car of broken terra cotta from Washington, D. C., to Crum Lynn, Pa. Excessive rate.

16462. *Highland Iron & Steel Co.* v. *Chicago & Eastern Illinois R. R. Co.* July 6, 1911. Refund of $32.38 on three cars of bar iron from Terre Haute, Ind., to Fort Smith, Ark. Excessive rate.

16466. *Farr Produce Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* June 10, 1911. Refund of $437.23 on six cars of potatoes from Cloverly, Colo., to Phoenix, Ariz. Excessive rate.

16468. *Loma Fruit Co.* v. *Southern Pacific Co.* June 5, 1911. Refund of $39.95 and waive collection of $6.15 on one car of apples from Vega, Cal., to Pittsburg, Kans. Excessive rate.

16469. *Loma Fruit Co.* v. *Southern Pacific Co.* June 2, 1911. Refund of $45.12 on shipment of apples from Vega, Cal., to St. Joseph, Mo. Excessive rate.

16470. *E. J. Fisher* v. *Union Pacific R. R. Co.* August 1, 1911. Refund of $204.60 on three cars of potatoes from Wamego, Kans., to Ogden, Utah. Excessive rate.

16471. *Jefferson Fertilizer Co.* v. *Alabama Great Southern R. R. Co.* August 31, 1911. Refund of $42 on 21 shipments of pyrites from Mobile, Ala., to Bessemer, Ala. Nonabsorption of switching charges.

16472. *Jefferson Fertilizer Co.* v. *Alabama Great Southern R. R. Co.* August 31, 1911. Refund of $10 on five shipments of hard salts from New Orleans, La., to Bessemer, Ala. Nonabsorption of switching charges.

16474. *West Virginia Fire Clay Manufacturing Co.* v. *Pennsylvania Co.* July 22, 1911. Refund of $2.99 on one car of brick from Wellsville Shop, Ohio, to Allegheny, Pa. Excessive rate.

16475. *Consolidated Arizona Smelting Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 13, 1911. Refund of $10.98 on one car of stulls from Maine, Ariz., to Blue Bell, Ariz. Excessive rate.

16476. *Consolidated Arizona Smelting Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* August 23, 1911. Refund of $18.81 on shipment of stulls from Bellemont, Ariz., to Blue Bell, Ariz. Excessive rate.

16477. *Consolidated Arizona Smelting Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* October 17, 1911. Refund of $9.61 on shipment of lumber from Maine, Ariz., to Humboldt, Ariz. Excessive rate.

16479. *Ennis & Funk Commission Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 26, 1911. Refund of $1.50 on shipment of hay from Chanute, Kans., to Kansas City, Mo. Excessive rate.

16481. *Walter Hill Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 26, 1911. Refund of $71.07 on shipment of potatoes from Bracewell, Colo., to Prescott, Ariz. Excessive rate.

16482. *G. Ober & Sons Co.* v. *Chesapeake S. S. Co.* August 1, 1911. Refund of $16.80 on shipment of fertilizer from Baltimore, Md., to Cremo, N. C. Excessive rate.

16483. *Annville Lime Co.* v. *Philadelphia & Reading Ry. Co.* June 16, 1911. Refund of $60 on shipment of marble dust from Annville, Pa., to Meridian, Miss. Excessive rate.

16485. *W. T. Ferguson Lumber Co.* v. *St. Louis Southwestern Ry. Co.* June 9, 1911. Refund of $37.20 on shipment of lumber from Buck, Tex., to Illmo, Mo. Excessive rate.

16487. *Dixon Fagerberg* v. *Santa Fe, Prescott & Phoenix Ry. Co.* June 26, 1911. Refund of $72.24 on shipment of potatoes from Mern Switch, Colo., to Prescott, Ariz. Excessive rate.

16488. *Goldman & Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* June 28, 1911. Refund of $75.33 on one car of potatoes and onions from Severance, Colo., to Phoenix, Ariz. Excessive rate.

16491. *Kahn Bros. Co.* v. *Oregon Short Line R. R. Co.* August 11, 1911. Refund of $40 on one car of canned corn from Blair, Nebr., to Salt Lake City, Utah. Excessive rate.

16493. *Gillmore & Co.* v. *Bangor & Aroostook R. R. Co.* June 23, 1911. Refund of $27.02 on one car of potatoes from Perham, Me., to Boston, Mass. Excessive rate.

16496. *Mutual Mining Co.* v. *Seaboard Air Line Ry. Co.* August 1, 1911. Refund of $205.50 on 18 cars of phosphate rock from Buda, Fla., to Brunswick, Ga. Excessive rate.

16498. *Bettendorf Axle Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* September 14, 1911. Refund of $28.63 on two shipments of iron ore from Ishpeming, Mich., to Bettendorf, Iowa. Excessive rate.

16501. *D. J. Phillips* v. *Missouri, Kansas & Texas Ry. Co. of Texas.* August 29, 1911. Order issued authorizing application of 27½ cents per 100 pounds on water from Walden, Ark., to Dallas, Tex.

16507. *A. F. Glines* v. *Delaware & Hudson Co.* June 16, 1911. Refund of $6 on one car of potatoes from Middle Granville, N. Y., to Albany, N. Y. Excessive rate.

16513. *Martin-Howe Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $1.94 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16517. *Calcasieu Long Leaf Lumber Co.* v. *Louisiana & Pacific Ry. Co.* June 3, 1911. Refund of $172.40 on six shipments of lumber from Barnes Creek, La., to New Orleans, La., for export. Excessive rate.

16521. *Updike Lumber & Coal Co.* v. *Colorado & Southern Ry. Co.* June 24, 1911. Refund of $18.36 on one car of coal from Big Four, Colo., to Muriel, Nebr. Excessive rate.

16523. *Phoenix Milling Co.* v. *Southern Pacific Co.* July 25, 1911. Refund of $20.57 on one car of barley from Sacramento, Cal., to Fallon, Nev. Excessive rate.

16524. *Otis Fry Co.* v. *Southern Pacific Co.* August 1, 1911. Refund of $262.96 on one car of wood from Smurr, Ariz., to Long Beach, Cal. Excessive rate.

16526. *Suffern, Hunt & Co.* v. *Wabash R. R. Co.* June 14, 1911. Refund of $108 on three cars of grits from Decatur, Ill., to Duluth, Minn. Excessive rate.

16527. *J. H. Strachan* v. *Colorado & Southern Ry. Co.* August 2, 1911. Refund of $24.85 on one car of apples from McClellands, Colo., to Houston, Tex. Excessive rate.

16529. *D. A. Russell* v. *Southern Pacific Co.* June 30, 1911. Refund of $9.91 on one car of sheep from Reno, Nev., to Colfax, Cal. Excessive rate.

16530. *Lippincott Glass Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* July 27, 1911. Refund of $34.55 on one car of lamp chimneys from Alexandria, Ind., to San Antonio, Tex. Excessive rate.

16534. *Pullman & Stevens* v. *Philadelphia, Baltimore & Washington R. R. Co.* June 30, 1911. Refund of $12.50 on one roll scale from Newport, Del., to Swedeland, Pa. Excessive rate.

16537. *Syracuse Chilled Plow Co.* v. *Delaware, Lackawanna & Western R. R. Co.* November 7, 1911. Refund of $4 on one car of wheelbarrows from Syracuse, N. Y., to Charleston, S. C. Excessive rate.

16538. *Atlanta Terra-Cotta Co.* v. *Philadelphia & Reading Ry. Co.* June 30, 1911. Refund of $29.42 on six cars of brick from Woodbridge, N. J., to East Point, Ga. Excessive rate.

16543. *Shevlin-Mathiew Lumber Co.* v. *Canadian Northern Ry. Co.* November 7, 1911. Refund of $16 on shipment of lumber from Beaudette, Minn., to Milwaukee, Wis. Larger car being furnished than ordered.

16544. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* August 8, 1911. Refund of $39.94 on 15 cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16545. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $3.76 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16563. *Martin Bros.* v. *Southern Pacific Co.* June 24, 1911. Refund of $149.13 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

16564. *Listers Agricultural Chemical Works* v. *Central R. R. Co. of New Jersey.* July 26, 1911. Refund of $8.50 on one car of fertilizer from Newark, N. J., to Wheeler, N. Y. Excessive rate.

16566. *Wm. Schuette & Co.* v. *Western Maryland R. R. Co.* July 31, 1911. Refund of $9.26 on one car of lumber from Burner, W. Va., to Neville Island, Pa. Excessive rate.

16568. *Calcasieu Long Leaf Lumber Co.* v. *Louisiana & Pacific Ry. Co.* August 12, 1911. Refund of $23.96 on two cars of lumber from Barnes Creek, La., to San Luis Potosi, Mexico. Excessive rate.

16571. *Schuylkill Pressed Brick Co.* v. *Lehigh Valley R. R. Co.* June 26, 1911. Refund of $13 on one car of brick from Spring Garden Junction, Pa., to Cornwall, N. Y. Excessive rate.

16574. *Dewey Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* November 9, 1911. Refund of $13.30 and waive collection of $1.90 on one car of cement from Dewey, Okla., to Cherryvale, Kans. Excessive rate.

16577. *Frank Samuels* v. *Central R. R. Co. of New Jersey.* August 2, 1911. Refund of $26.46 on four shipments of scrap iron from Lansford, Pa., to Phillipsburg, N. J. Excessive rate.

16578. *Armour & Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* July 31, 1911. Refund of $90.32 on 11 cars of cheese from Allentown and Neenah, Wis., to Chicago, Ill. Excessive rate.

16580. *Union Tanning Co.* v. *Pennsylvania R. R. Co.* June 23, 1911. Refund of $78.14 on one car of green hides from New York, N. Y., to Old Fort, N. C. Excessive rate.

16582. *H. S. Smith* v. *Pennsylvania R. R. Co.* June 16, 1911. Refund of $34.72 on one car of ground bark from Elkton, Va., to Waverly, N. J. Excessive rate.

16583. *Virginia Iron & Metal Co.* v. *Seaboard Air Line Ry. Co.* November 2, 1911. Refund of $7.50 on one car of scrap iron from Cheraw, S. C., to Richmond, Va. Excessive rate.

16598. *National Fireproofing Co.* v. *Pennsylvania Co.* July 31, 1911. Refund of $23.29 on eight cars of sewer pipe from East Palestine, Ohio, to Wilkinsburg, Pa. Excessive rate.

16599. *John Deere Plow Co.* v. *Great Northern Ry. Co.* November 1, 1911. Refund of $5.44 on five shipments of buggies and wagons from Omaha, Nebr., to Struble, Iowa. Excessive rate.

16600. *National Fireproofing Co.* v. *Pennsylvania Co.* August 9, 1911. Refund of $1.29 on shipment of sewer pipe from East Palestine, Ohio, to Ford City, Pa. Excessive rate.

16607. *Crowley-Sutherland Commission Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* November 3, 1911. Refund of $11.90 on one car of hogs from Holiday, Okla., to North Fort Worth, Tex. Excessive rate.

16609. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $46.13 on 16 cars of coal from South Linton, Ind., to South Chicago, Ill. Excessive rate.

16612. *Wisconsin Chair Co.* v. *Illinois Central R. R. Co.* August 12, 1911. Refund of $29.23 and waive collection of $14.21 on three cars of veneer from Mound City, Ill., to Port Washington, Wis. Excessive rate.

16614. *C. W. Hull Co.* v. *Missouri Pacific Ry. Co.* August 11, 1911. Refund of $63.14 on three cars of clay from Fulton, Mo., to Omaha, Nebr. Excessive rate.

16615. *J. C. Hubinger Bros. Co.* v. *Chicago, Burlington & Quincy R. R. Co.* August 31, 1911. Refund of $308.86 on 12 cars of muriatic acid from East St. Louis, Ill., to Keokuk, Iowa. Excessive rate.

16618. *International Paper Co.* v. *Maine Central R. R. Co.* July 31, 1911. Refund of $51.01 on two cars of wrapping paper from Bellows Falls, Vt., to Chisholm, Me. Excessive rate.

16620. *M. J. Grove Lime Co.* v. *Northern Central Ry. Co.* June 28, 1911. Refund of $25.20 on one car of lime from Frederick, Md., to Denton, Md. Excessive rate.

16621. *T. C. Love* v. *St. Louis & San Francisco R. R. Co.* August 11, 1911. Refund of $16.80 on shipment of apples from Springfield, Mo., to San Antonio, Tex. Excessive rate.

16623. *American Brake Shoe & Foundry Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* June 24, 1911. Refund of $37.48 on shipment of brake shoes from Chicago Heights, Ill., to Albuquerque, N. Mex. Excessive rate.

16624. *Pittsburg Steel Co.* v. *Pittsburg & Lake Erie R. R. Co.* July 7, 1911. Refund of $5.59 on one car of wire fencing, staples, and nails from Monessen, Pa., to Wrightstown, Wis. Excessive rate.

16628. *J. McGrath* v. *Southern Pacific Co.* July 12, 1911. Refund of $3.19 on one car of hardware from Sacramento, Cal., to Virginia City, Nev. Excessive rate.

16629. *Bickett Coal & Coke Co.* v. *Illinois Central R. R. Co.* November 7, 1911. Waive collection of $3.10 on one car of coal from Caledonia, Ind., to Chicago, Ill. Excessive rate.

16630. *Western Fuel Co.* v. *Indiana Southern R. R. Co.* November 16, 1911. Waive collection of $6.96 on two shipments of coal from Caledonia, Ind., to Chicago, Ill. Excessive rate.

16631. *Nichols Coal Co.* v. *Illinois Central R. R. Co.* September 14, 1911. Waive collection of $2.88 on shipment of coal from Caledonia, Ind., to Chicago, Ill. Excessive rate.

16632. *Schermekan Bros.* v. *Illinois Central R. R. Co.* August 9, 1911. Refund of $2.70 on shipment of coal from Dugger, Ind., to West Salem, Ill. Excessive rate.

16633. *S. Karpen* v. *Illinois Central R. R. Co.* August 8, 1911. Waive collection of $4.09 on shipment of coal from Caledonia, Ind., to Chicago, Ill. Excessive rate.

16634. *S. Pekoch & Co.* v. *Southern Pacific Co.* June 24, 1911. Refund of $126.79 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

16637. *Hartman Furniture & Carpet Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* June 26, 1911. Refund of $13.47 on one car of chairs from Aurora, Ind., to Minneapolis, Minn. Excessive rate.

16638. *Marston & Quina* v. *Pere Marquette R. R. Co.* August 10, 1911. Refund of $32.76 on one car of furniture from Holland, Mich., to Pensacola, Fla. Excessive rate.

16639. *L. Craddock & Co.* v. *Houston & Texas Central R. R. Co.* September 6, 1911. Refund of $59.86 on one car of whisky from Louisville, Ky., to Dallas, Tex. Excessive rate.

16642. *Acme Cement Plaster Co.* v. *Illinois Central R. R. Co.* August 2, 1911. Refund of $40.30 on one car of glass sand from Millington, Ill., to Gypsum, Iowa. Excessive rate.

16643. *S. B. Clark Produce Co. and Clark & Rose Fruit Co.* v. *San Pedro, Los Angeles & Salt Lake R. R. Co.* October 13, 1911. Refund of $3.30 and $3.30 on two cars of potatoes from Bells, etc., Cal., to Salt Lake City, Utah. Dunnage allowance.

16648. *National Tube Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* July 8, 1911. Refund of $136.50 on one car of wrought pipe from McKeesport, Pa., to Jennings, La. Excessive rate.

16650. *Du Pont Powder Co.* v. *New York, New Haven & Hartford R. R. Co.* September 5, 1911. Refund of $118.37 on one car of fuse from Avon, Conn., to Stambaugh, Mich. Excessive rate.

16655. *S. & S. Fuel Co.* v. *Vandalia R. R. Co.* June 24, 1911. Refund of $9.49 on two cars of coal from Glen, Ind., to Geneva, Ill. Excessive rate.

16657. *Carl Nelson* v. *Wells Fargo & Co.* July 31, 1911. Refund of $13.62 on 16 shipments of dressed poultry from Hutchinson, Kans., to Telluride and Silverton, Colo. Excessive rate.

16659. *T. H. White & Co.* v. *Erie R. R. Co.* August 9, 1911. Refund of $15.20 on one car of hair for fertilizer purposes from Hoytville, Pa., to Baltimore, Md. Excessive rate.

16660. *Wilkes-Barre Iron Manufacturing Co.* v. *Lehigh Valley R. R. Co.* September 19, 1911. Refund of $7.66 on two shipments of pig iron from Buffalo, N. Y., to South Wilkes-Barre, Pa. Excessive rate.

16665. *Armour & Co.* v. *Missouri, Kansas & Texas Ry. Co.* September 2, 1911. Refund of $16.54 on one car of hides from Fort Worth, Tex., to Richwood, W. Va. Excessive rate.

16666. *J. H. Salicker* v. *Chicago, Burlington & Quincy R. R. Co.* July 22, 1911. Refund of $1.50 on one car of coal from Sesser, Ill., to Vesta, Nebr. Excessive rate.

16668. *McKee Cash Store* v. *Santa Fe, Prescott & Phoenix Ry. Co.* June 26, 1911. Refund of $71.21 on one car of vegetables from Greeley, Colo., to Phoenix, Ariz. Excessive rate.

16669. *Walter Hill Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* July 14, 1911. Refund of $80.96 on one car of potatoes from Greeley, Colo., to Prescott, Ariz. Excessive rate.

16670. *Meridian Fertilizer Co.* v. *Louisiana & Arkansas Ry. Co.* August 2, 1911. Refund of $36 on one car of fertilizer from Shreveport, La., to Belton, Ark. Excessive rate.

16672. *W. P. Rend & Co.* v. *Vandalia R. R. Co.* June 24, 1911. Refund of $17.04 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16675. *T. D. Turner & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* October 13, 1911. Refund of $7.68 on one car of grapes from Stevensville, Mich., to Enid, Okla. Excessive rate.

16685. *Loma Fruit Co.* v. *Southern Pacific Co.* June 16, 1911. Refund of $129.31 on one car of apples from Vega, Cal., to New York, N. Y. Excessive rate.

16686. *Oshkosh Logging Tool Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 12, 1911. Refund of $21.77 on shipment of cant hook handles from Tiffin, Ohio, to Oshkosh, Wis. Excessive rate.

16688. *Hudson River Lumber Co.* v. *Louisiana & Pacific Ry. Co.* August 23, 1911. Refund of $22.16 on one car of lumber from De Ridder, La., to Hollis, Okla. Excessive rate.

16689. *American Tobacco Co.* v. *Norfolk Southern R. R. Co.* October 27, 1911. Refund of $8.04 and waive collection of $28.14 on eight shipments of tobacco from Richlands, N. C., to Richmond, Va. Excessive rate.

16690. *Washington Mill Co.* v. *Northern Pacific Ry. Co.* June 30, 1911. Refund of $108.24 on shipment of doors from Spokane, Wash., to Billings, Mont. Excessive rate.

16691. *American Steel & Wire Co.* v. *Elgin, Joliet & Eastern Ry. Co.* August 1, 1911. Refund of $19.69 on shipment of wire fencing from Waukegan, Ill., to Eudora, Ark. Excessive rate.

16694. *Farmers Cotton Oil Co.* v. *Atlantic Coast Line R. R. Co.* August 1, 1911. Refund of $89.60 on shipment of nitrate of soda from Philadelphia, Pa., to Wilson, N. C. Excessive rate.

16695. *C. Ehrlich Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $12.38 on three cars of coal from Brazil, Ind., to Chicago, Ill. Excessive rate.

16698. *C. G. Curtis Co.* v. *Erie R. R. Co.* July 12, 1911. Refund of $99.56 on eight cars of barley from Jersey City, N. J., to Black Rock, N. Y. Excessive rate.

16701. *L. W. May* v. *Pennsylvania Co.* June 24, 1911. Refund of $14.60 on one car of mine props from Irondale, Ohio, to Wellsburg, W. Va. Excessive rate.

16702. *C. M. Allen* v. *New York, Ontario & Western Ry. Co.* June 26, 1911. Refund of $10 on one car of excelsior from Fulton, N. Y., to Athens, Pa. Excessive rate.

16703. *H. Faust Brokerage Co.* v. *St. Louis Southwestern Ry. Co.* September 19, 1911. Refund of $46.08 on one car of brewers' rice from Stuttgart, Ark., to East St. Louis, Ill. Excessive rate.

16705. *Interstate Coal & Coke Co.* v. *Vandalia R. R. Co.* November 8, 1911. Refund of $3.97 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16706. *W. P. Rend & Co.* v. *Vandalia R. R. Co.* June 30, 1911. Refund of $4.31 on one car of coal from Macksville, Ind., to Chicago, Ill. Excessive rate.

16709. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* June 26, 1911. Refund of $14.26 on five cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

16710. *Grinnell, Collins & Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* June 26, 1911. Refund of $14.40 on one car of apples from East Leavenworth, Mo., to Minneapolis, Minn. Excessive rate.

16711. *Muskogee Chair Co.* v. *Missouri, Kansas & Texas Ry. Co.* August 1, 1911. Refund of $37.24 on one car of furniture from Hazelwood, N. C., to Muskogee, Okla. Excessive rate.

16714. *White Marble Lime Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* November 15, 1911. Refund of $16.88 on one car of ties from Nahma Junction, Mich., to Fairchild, Wis. Excessive rate.

16721. *Ward & Burgess* v. *Chicago, Burlington & Quincy R. R. Co.* August 16, 1911. Refund of $3.50 on shipment of lumber from Allene, Ark., to Cameron, Mo. Excessive rate.

16722. *O. B. Underwood* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 14, 1911. Refund of $370.24 on two cars of scrap rails from Denver, Colo., to Las Vegas, N. Mex. Excessive rate.

16724. *Great Western Feed Co.* v. *Illinois Central R. R. Co.* August 9, 1911. Refund of $13.20 on one car of corn from St. Louis, Mo., to McComb, Miss. Excessive minimum weight.

16725. *O. W. Mosher* v. *San Pedro, Los Angeles & Salt Lake R. R. Co.* August 2, 1911. Refund of $64 on shipment of automobiles from New Richmond, Wis., to Pasadena, Cal. Excessive rate.

16726. *Sanitary Meat Co.* v. *Northern Express Co.* August 16, 1911. Refund of $6.74 on three cars of vegetables from Marysville, Cal., to Helena, Mont. Excessive rate.

16727. *Orth & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 10, 1911. Refund of $53.80 on shipment of onions from Pace, Tex., to Oklahoma City, Okla. Excessive rate.

16728. *Capital Commission Co.* v. *Northern Express Co.* August 16, 1911. Refund of $7.81 on four cars of vegetables from Marysville, Cal., to Helena, Mont. Excessive rate.

16729. *Lindsay & Co.* v. *Northern Express Co.* November 4, 1911. Refund of $66.59 on shipment of vegetables from Sacramento, Cal., to Helena, Mont. Excessive rate.

16730. *McCoy Bros.* v. *Atchison, Topeka & Santa Fe Ry. Co.* October 3, 1911. Refund of $28.52 on three cars of cattle from Roswell, N. Mex., to Kansas City, Mo. Excessive rate.

16732. *C. C. Thompson Pottery Co.* v. *Pennsylvania Co.* August 8, 1911. Refund of $52.43 on shipment of earthenware from East Liverpool, Ohio, to San Francisco, Cal. Excessive rate.

16733. *Republic Iron & Steel Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 12, 1911. Refund of $131.71 on four cars of bar steel from Moline, Ill., to Beaver Dam, Wis. Excessive rate.

16738. *Draper Co.* v. *Boston & Albany R. R. Co.* August 11, 1911. Refund of $82.73 on six cars of cotton-mill machinery from Hopedale, Mass., to Chester, S. C. Excessive rate.

16739. *Pittsburg Coal Co. of Wisconsin* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* June 24, 1911. Refund of $215.64 on 254 cars of coal from Superior, Wis., to Minneapolis, Minn. Excessive minimum weight.

16743. *Anaconda Copper Mining Co.* v. *Northern Pacific Ry. Co.* August 16, 1911. Refund of $110.60 on one car of burlap bags from Omaha, Nebr., to Butte, Mont. Excessive rate.

16745. *Universal Portland Cement Co.* v. *Bessemer & Lake Erie R. R. Co.* November 2, 1911. Refund of $22.61 on one car of cement from Universal, Pa., to South Paris, Me. Excessive rate.

16766. *Deshler Broom Factory* v. *Chicago, Rock Island & Pacific Ry. Co.* June 26, 1911. Refund of $85.56 on one car of brooms from Deshler, Nebr., to Seattle, Wash. Excessive rate.

16767. *Phoenix Cotton Oil Co.* v. *St. Louis & San Francisco R. R. Co.* August 10, 1911. Refund of $728.19 on eight cars of cottonseed from Amorell and Black Oak, Ark., to Memphis, Tenn. Excessive rate.

16770. *Northern Pine Crating Co.* v. *Lake Shore & Michigan Southern Ry. Co.* September 20, 1911. Refund of $9.78 and waive collection of $4.80 on two cars of lumber from Cass Lake, Minn., to Cleveland, Ohio. Excessive rate.

16772. *United States Gypsum Co.* v. *Munising Ry. Co.* July 31, 1911. Refund of $26 on one car of plaster from Superior, Wis., to Munising, Mich. Excessive rate.

16775. *Municipal Paving Co.* v. *St. Louis & San Francisco R. R. Co.* September 19, 1911. Refund of $915.91 on seven cars of asphalt from Ada, Okla., to Dallas, Tex. Excessive rate.

16779. *F. J. Fisher* v. *St. Louis & San Francisco R. R. Co.* September 1, 1911. Refund of $164.79 on shipment of lime from Pierce City, Mo., to Denver, Colo. Excessive rate.

16782. *General Electric Co.* v. *New York Central & Hudson River R. R. Co.* November 4, 1911. Refund of $16.87 on three cars of motors from Schenectady, N. Y., to East Boston, Mass. Excessive rate.

16788. *Marblehead Lime Co.* v. *Chicago, Burlington & Quincy R. R. Co.* July 19, 1911. Refund of $8 on one car of lime from Springfield, Mo., to Sheridan, Wyo. Excessive rate.

16794. *Bettendorf Axle Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* July 25, 1911. Refund of $76.89 on two cars of shapes from South Bethlehem, Pa., to Davenport, Iowa. Excessive rate.

16795. *Anderson-Tully Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* October 2, 1911. Refund of $41.72 and waive collection of $1.75 on four cars of box material from Memphis, Tenn., to Madison, Ark. Excessive rate.

16798. *Donmeyer, Gardner & Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 14, 1911. Refund of $107.56 on six cars of wheat from Minneapolis, Minn., to Peoria, Ill. Excessive rate.

16800. *Lindstrom Mercantile Co. v. Northern Pacific Ry. Co.* November 4, 1911. Refund of $18.78 on three cars of hay from Webb, Iowa, to Lindstrom, etc., Minn. Excessive rate.

16801. *Avery & Owen Co.* v. *Atlantic Coast Line R. R. Co.* August 31, 1911. Refund of $80.55 on two shipments of apples from Fisherville, Va., to Tampa, Fla. Excessive rate.

16805. *Swift Fertilizer Co.* v. *Atlantic Coast Line R. R. Co.* July 22, 1911. Refund of $29.58 on four cars of fertilizer from Wilmington, N. C., to Sparrows, S. C. Excessive rate.

16806. *Chas. Wattawa* v. *Arizona Eastern R. R. Co.* August 16, 1911. Refund of $46.86 on shipment of furniture from Thomasville, N. C., to Phoenix, Ariz. Excessive rate.

16816. *J. R. Beggs & Co.* v. *Kansas City Southern Ry. Co.* August 28, 1911. Refund of $36 on shipment of potatoes from Stanchfield, Minn., to Lake Charles, La. Excessive rate.

16817. *Luger Furniture Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* August 11, 1911. Refund of $20 on one car of furniture from Salem, Ind., to Minneapolis, Minn. Excessive rate.

16819. *Pabst Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 1, 1911. Refund of $6 and waive collection of $10 on one car of empty beer packages from Salina, Kans., to Milwaukee, Wis. Excessive rate.

16820. *A. J. Poor Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $8.31 on one car of wheat from Minto, Kans., to Kansas City, Mo. Excessive minimum weight.

16821. *Bower Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $3.82 on one car of wheat from St. George, Kans., to Kansas City, Mo. Excessive minimum weight.

16824. *Roahen-Cary Grain Co.* v. *Union Pacific R. R. Co.* August 10, 1911. Waive collection of $3.78 on two cars of wheat from Bennington and Ellis, Kans., to Kansas City, Mo. Excessive minimum weight.

16825. *Unaka Tannery Co.* v. *Southern Ry. Co.* August 8, 1911. Refund of $66.41 on one car of green hides from New York, N. Y., to Newport, Tenn. Excessive rate.

16827. *R. P. Baer & Co.* v. *Southern Ry. Co.* August 12, 1911. Refund of $5.07 and waive collection of $8.13 on shipment of lumber from Ela, N. C., to Rockford, Ill. Excessive rate.

16829. *Redman Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $2.03 on one car of wheat from Seguin, Kans., to Kansas City, Mo. Excessive minimum.

16830. *R. C. Davis Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $1.90 on one car of wheat from Marysville, Kans., to Kansas City, Mo. Excessive minimum.

16831. *American Crayon Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 31, 1911. Refund of $10.90 and waive collection of $1.60 on one car of wooden boxes from Sandusky, Ohio, to Cedar Rapids, Iowa. Excessive minimum weight.

16833. *Kemper Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $3 on one car of wheat from Verdi, Kans., to Kansas City, Mo. Excessive minimum weight.

16835. *Farmers Elevator Co.* v. *Union Pacific R. R. Co.* October 17, 1911. Waive collection of $11.50 on one car of wheat from Verdi, Kans., to Kansas City, Mo. Excessive minimum..

16836. *Central Hay & Grain Co.* v. *Union Pacific R. R. Co.* September 20, 1911. Waive collection of $8.70 on one car of wheat from Somena, Kans., to Kansas City, Mo. Excessive rate.

16837. *L. E. Gamble* v. *Union Pacific R. R. Co.* August 1, 1911. Refund of $119.35 on one car of broom corn from Weskan, Kans., to Alpha, Ill. Excessive rate.

16840. *Rogers, Brown & Co.* v. *Erie R. R. Co.* August 24, 1911. Refund of $21.82 on one car of pig iron from North Tonawanda, N. Y., to Freehold, N. J. Excessive rate.

16841. *Loma Fruit Co.* v. *Southern Pacific Co.* August 31, 1911. Refund of $131.59 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

16842. *Sioux Falls Fruit Co.* v. *Chicago, Burlington & Quincy R. R. Co.* November 15, 1911. Refund of $34.17 on two cars of apples from Amazonia and Nodaway, Mo., to Sioux Falls, S. Dak. Excessive rate.

16843. *Phoenix Milling Co.* v. *Southern Pacific Co.* June 26, 1911. Refund of $62 on three cars of rolled barley from Sacramento, Cal. to Fallon, Nev. Excessive rate.

16845. *Phoenix Milling Co.* v. *Southern Pacific Co.* September 20, 1911. Refund of $33.62 on one car of flour from Sacramento, Cal., to Virginia City, Nev. Excessive rate.

16847. *Phoenix Milling Co.* v. *Southern Pacific Co.* July 7, 1911. Refund of $177.09 on five shipments of flour from Sacramento, Cal., to Wabuska, Lovelock, and Reno, Nev. Excessive rate.

16848. *Phoenix Milling Co.* v. *Southern Pacific Co.* September 15, 1911. Refund of $38.72 on one car of grain from Sacramento, Cal., to Lovelock, Nev. Excessive rate.

16855. *Burton Grain Co.* v. *St. Louis Southwestern Ry. Co.* August 26, 1911. Refund of $63.74 on two shipments of snap corn from Anniston, Mo., to Brandon and Purdon, Tex. Excessive rate and minimum.

16858. *G. H. Deeves Lumber Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* September 18, 1911. Refund of $90.36 on 16 cars of ties from Neeleyville, etc., Mo., to East St. Louis, Ill. Excessive rate.

16859. *C. Sudbeck* v. *St. Joseph & Grand Island Ry. Co.* August 24, 1911. Refund of $3.16 on shipment of cattle from Seneca, Kans., to St. Joseph, Mo. Larger car being furnished than ordered.

16860. *L. A. Clark* v. *St. Joseph & Grand Island Ry. Co.* August 24, 1911. Refund of $1.85 on shipment of cattle from Seneca, Kans., to St. Joseph, Mo. Larger car furnished than ordered.

16861. *Duluth Log Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 11, 1911. Refund of $5.36 on shipment of posts from Duluth, Minn., to Trent, S. Dak. Larger car being furnished than ordered.

16862. *Houston Bros.* v. *Yazoo & Mississippi Valley R. R. Co.* November 4, 1911. Refund of $32.42 on four shipments of lumber from Vicksburg, Miss., to Markham, Ontario. Excessive rate.

16863. *L. M. Long* v. *Baltimore & Ohio R. R. Co.* August 1, 1911. Refund of $91.17 on five cars of wheat from Vanclevesville, W. Va., to Richmond, Va. Excessive rate.

16867. *E. B. Carrigan Co.* v. *Union Pacific R. R. Co.* July 26, 1911. Refund of $30.74 on one car of coal from Rock Springs, Wyo., to Scribner, Nebr. Excessive rate

16869. *C. M. Cessna* v. *Chicago, Burlington & Quincy R. R. Co.* July 31, 1911. Refund of $51.94 on three cars of hay from Alliance, Nebr., to Hill City, S. Dak. Excessive rate.

16870. *Laramie Grocery Co.* v. *Union Pacific R. R. Co.* August 9, 1911. Refund of $144.80 on two cars of canned goods from West Berkeley, etc., Cal., to Laramie, Wyo. Excessive rate.

16873. *Huffine & Co.* v. *Missouri Pacific Ry Co.* August 2, 1911. Refund of $3.17 on shipment of hay from Mapleton, Kans., to Paragould, Ark. Excessive minimum.

16877. *Northwest Marble & Tile Co.* v. *Minneapolis & St. Louis R. R. Co.* July 25, 1911. Refund of $22.66 on one car of marble from Cincinnati, Ohio, to Minneapolis, Minn. Excessive rate.

16881. *F. D. Hartzel's Sons* v. *Philadelphia & Reading Ry. Co.* August 16, 1911. Refund of $8.04 on one car of flour from Chalfont, Pa., to Bayonne, N. J. Excessive rate.

16892. *T. J. Morris* v. *Chicago, Rock Island & Pacific Ry. Co.* July 26, 1911. Refund of $54.24 and waive collection of $14.85 on five cars of cattle and hogs from Holliday, Okla., to North Fort Worth, Tex. Excessive rate.

16894. *Rome Soil Pipe Manufacturing Co.* v. *Southern Ry. Co.* August 11, 1911. Refund of $25.57 on shipment of cast-iron pipe and fittings from Rome, Ga., to Detroit, Mich. Excessive rate.

16897. *American Tobacco Co.* v. *Southern Pacific Co.* July 27, 1911. Refund of $59.43 on shipment of tobacco from Greensboro, N. C., to Richmond, Va. Excessive rate.

16899. *T. D. Turner & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 31, 1911. Refund of $25.62 on two shipments of grapes from St. Joseph, Mich., to Oklahoma City, Okla. Excessive rate.

16905. *T. D. Turner & Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 7, 1911. Refund of $12 on one car of grapes from Stevensville, Mich., to Enid, Okla. Excessive rate.

16907. *Wm. Thornton & Co.* v. *New York, New Haven & Hartford R. R. Co.* August 10, 1911. Refund of $27.90 on shipment of cordwood from Turnerville, Conn., to East Cambridge, Mass. Excessive rate.

16909. *German-American Sugar Co.* v. *Cincinnati, New Orleans & Texas Pacific Ry. Co.* August 16, 1911. Refund of $66.50 on six cars of sugar from Paulding, Ohio, to Lexington, Ky. Excessive rate.

16917. *Lumberman's Portland Cement Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* October 14, 1911. Refund of $126.20 on two cars of rails from Kansas City, Mo., to Carlyle, Kans. Excessive rate.

16918. *Ambrose Lumber Co.* v. *Union Pacific R. R. Co.* August 8, 1911. Refund of $30.27 on one car of lumber from Brown Springs, Ark., to Gill, Colo. Excessive rate.

16919. *White & Bender Co.* v. *Northern Express Co.* August 10, 1911. Refund of $11.03 on one car of vegetables from Sacramento, Cal., to Wallace, Idaho. Excessive rate.

16923. *Stock Yards Cotton & Linseed Meal Co.* v. *Kansas City Southern Ry. Co.* August 9, 1911. Refund of $16.80 on one car of cottonseed meal from Shreveport, La., to Cowgill, Mo. Excessive rate.

16924. *White Oak Coal Co.* v. *Norfolk & Western Ry. Co.* November 8, 1911. Refund of $13.73 on one car of coal from Huger, W. Va., to Chicago, Ill. Excessive minimum weight.

16930. *Consolidated Grain Co.* v. *Lehigh Valley R. R. Co.* August 16, 1911. Refund of $8 on one car of bran from Milwaukee, Wis., to Pittston, Pa. Excessive rate.

16933. *Loma Fruit Co.* v. *Southern Pacific Co.* August 10, 1911. Refund of $142.67 on one car of apples from Vega, Cal., to New York, N. Y. Excessive rate.

16934. *American Cement Plaster Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 2, 1911. Refund of $15 on one car of cement plaster from Watonga, Okla., to Chattanooga, Tenn. Excessive rate.

16936. *Crane Co.* v. *Nashville, Chattanooga & St. Louis Ry.* August 11, 1911. Refund of $13.05 on one car of pipe fittings from Gadsden, Ala., to Kansas City, Mo. Excessive rate.

16939. *L. A. Newell* v. *St. Joseph & Grand Island Ry. Co.* September 19, 1911. Refund of $2.18 on shipment of cattle from Powells, Nebr., to St. Joseph, Mo. Larger car being furnished than ordered.

16940. *Avery & Owen Co.* v. *Atlantic Coast Line R. R. Co.* September 19, 1911. Refund of $38.40 on one car of apples from Tablers, W. Va., to Tampa, Fla. Excessive rate.

16941. *Sunderland Bros. Co.* v. *Chicago, Burlington & Quincy R. R. Co.* November 14, 1911. Refund of $65.23 on one car of cement from Iola, Kans., to Casper, Wyo. Excessive rate.

16942. *Northwestern Clay Manufacturing Co.* v. *Chicago, Burlington & Quincy R. R. Co.* September 19, 1911. Refund of $8.05 on one car of sewer pipe from New Windsor, Ill., to Ellsworth, Minn. Excessive rate.

16944. *National Sumac & Herb Co. v. Southern Ry. Co.* November 4, 1911. Refund of $289.53 on four cars of sumac from Henderson, N. C., to Hanover, Pa. Excessive rate.

16946. *Union Cooperage Co.* v. *Southern Pacific Co.* November 11, 1911. Refund of $103 on 11 cars of staves and headings from South Aberdeen, Wash., to Los Angeles and Oleum, Cal. Excessive rate.

16949. *Diamond Coal & Coke Co.* v. *Oregon Short Line R. R. Co.* August 11, 1911. Refund of $108.19 on two cars of stulls from Rocker and Anaconda, Mont., to Glencoe, Wyo. Excessive rate.

16951. *Geo. B. Matthews & Sons* v. *Illinois Central R. R. Co.* November 8, 1911. Refund of $120.38 and waive collection of $12.04 on four shipments of cowpeas from Charleston, S. C., to New Orleans, La. Excessive rate.

16952. *Geo. J. Smith Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 9, 1911. Refund of $1.74 on one kitchen cabinet base from Grand Rapids, Mich., to Oshkosh, Wis. Excessive rate.

16955. *Portsmouth Steel Co.* v. *Southern Pacific Co.* August 15, 1911. Refund of $177.66 on one car of steel plates from Portsmouth, Ohio, to Nogales, Ariz. Excessive rate.

16958. *Montezuma Copper Co.* v. *El Paso & Southwestern System.* August 31, 1911. Refund of $3.62 on shipment of hay from Cork, Ariz., to Douglas, Ariz. Excessive rate.

16960. *Lee Hardware Co.* v. *Union Pacific R. R. Co.* September 19, 1911. Refund of $15.11 on one car of galvanized iron from Wheeling, W. Va., to Salina, Kans. Excessive rate.

16963. *Jos. Joseph & Bros. Co.* v. *Chicago, Burlington & Quincy R. R. Co.* August 10, 1911. Refund of $3.58 on one car of scrap hose from St. Paul, Minn., to Youngstown, Ohio. Excessive rate.

16967. *Geo. L. Castor* v. *Atlantic Coast Line R. R. Co.* November 6, 1911. Refund of $36 on one car of apples from Huntington, W. Va., to Tampa, Fla. Excessive rate.

16974. *Little Rock Cotton Oil Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* August 24, 1911. Refund of $193.83 on two cars of cottonseed from Neeleyville, Mo., to Little Rock, Ark. Excessive rate.

16975. *Wichita Wholesale Grocery Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* September 2, 1911. Refund of $39.04 on one car of lamp chimneys from Elwood, Ind., to Wichita, Kans. Excessive rate.

16977. *Louisiana-Red Cypress Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* August 11, 1911. Refund of $8.94 on one car of lumber from Bowie, La., to Wilkinsburg, Pa. Excessive rate.

16978. *Twine Mills Corporation* v. *Norfolk & Western Ry. Co.* July 25, 1911. Refund of $35.21 on one car of cotton from Avalon, N. C., to Roanoke, Va. Excessive rate.

16979. *Kansas Cooperative Refining Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 2, 1911. Refund of $138.81 on one car of naphtha from Muskogee, Okla., to Chanute, Kans. Excessive rate.

16982. *Rockford Lumber & Fuel Co.* v. *Chicago & North Western Ry. Co.* July 25, 1911. Refund of $45.55 on one car of coal from Rockford, Ill., to Plattsville, Wis. Excessive rate.

16994. *Chas. B. Hovey* v. *American Express Co.* July 27, 1911. Refund of $7.81 on nine shipments of fresh meat from Harrison, Ontario, to New York, N. Y. Excessive rate.

16995. *Deford Co.* v. *Baltimore & Ohio R. R. Co.* July 27, 1911. Refund of $30.59 on six cars of hides from Benning, D. C., to Luray, Va. Excessive rate.

16999. *Janesville Barb Wire Co.* v. *Illinois Central R. R. Co.* August 9, 1911. Refund of $12.25 on one car of wire fence, nails, etc., from Janesville, Wis., to Scales Mound, Ill. Excessive rate.

17000. *De Witt-Seitz Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* September 6, 1911. Refund of $4.53 on one car of chairs from Oshkosh, Wis., to Duluth, Minn. Excessive rate.

17002. *Earl Fruit Co.* v. *Southern Pacific Co.*. September 26, 1911. Refund of $433.98 on four shipments of apples from Watsonville, Cal., to Philadelphia, Pa. Excessive rate.

17004. *Farmers Handy Wagon Co.* v. *Pere Marquette R. R. Co.* August 1, 1911. Refund of $19.80 on one car of silos from Saginaw, Mich., to Footville, Wis. Excessive rate.

17006. *Eldridge Coal Co.* v. *Vandalia R. R. Co.* August 11, 1911. Refund of $9.28 on two cars of coal from Rosedale, Ind., to Chicago, Ill. Excessive rate.

17008. *Du Pont Powder Co.* v. *Illinois Central R. R. Co.* August 15, 1911. Refund of $7.20 on one car of kegs from Youngstown, Ohio, to Phoenix, Ill. Excessive rate.

17012. *H. J. Heinz Co.* v. *Pere Marquette R. R. Co.* August 10, 1911. Refund of $41.76 on two shipments of pickles from Holland, Mich., to Muscatine, Iowa. Excessive rate.

17015. *Earl Fruit Co.* v. *Southern Pacific Co.* September 18, 1911. Refund of $96.75 on shipment of apples from Watsonville, Cal., to Philadelphia, Pa. Excessive rate.

17018. *American Steel & Wire Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* September 6, 1911. Refund of $7.52 on shipment of rods from Anderson, Ind., to Waukegan, Ill. Excessive rate.

17019. *Barrett Manufacturing Co.* v. *Baltimore & Ohio R. R. Co.* August 16, 1911. Refund of $44 on shipment of gas tar from Allegheny, Pa., to Bluefield, W. Va. Excessive rate.

17025. *Hirsch Rolling Mill Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 8, 1911. Refund of $65 on shipment of second-hand rails from Howards, Mo., to Lawrence, Kans. Excessive rate.

17027. *J. F. Brown* v. *New York Chicago & St. Louis R. R. Co.* September 19, 1911. Refund of $15.75 on one car of distillers grains from Carrollville, Wis., to Perry, Ohio. Excessive rate.

17030. *National Tube Co.* v. *New York, Chicago & St. Louis R. R. Co.* July 22, 1911. Refund of $2.32 on one car of wrought-iron pipe from Lorain, Ohio, to Casey, Ill. Excessive rate.

17031. *Delray Salt Co.* v. *Michigan Central R. R. Co.*. August 11, 1911. Refund of $4.20 on shipment of salt from Detroit, Mich., to Lewis Run, Pa. Excessive rate.

17038. *New England Furniture & Carpet Co.* v. *Cincinnati, Lebanon & Northern Ry. Co.* September 6, 1911. Refund of $2.93 on two cars of trunks from East Norwood, Ohio, to Minneapolis, Minn. Excessive rate.

17039. *Roberts Heating & Ventilating Co.* v. *Chicago, St. Paul, Minneapolis & Omaha Ry. Co.* August 9, 1911. Refund of $10.35 on one car of furnaces from Monroe, Mich., to Minneapolis, Minn. Excessive rate.

17040. *Northern Paint Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis, Ry. Co.* August 16, 1911. Refund of $14 on one car of marble dust from Piqua, Ohio, to St. Paul, Minn. Excessive rate.

17041. *Rock Spring Distilling Co.* v. *Louisville, Henderson & St. Louis Ry. Co.* August 26, 1911. Refund of $5.08 on one car of whisky from Owensboro, Ky., to Lufkin, Tex. Excessive rate.

17042. *Bonnie & Co.* v. *Louisville, Henderson & St. Louis Ry. Co.* August 26, 1911. Refund of $5.12 on one car of whisky from Louisville, Ky., to Dallas, Tex. Excessive rate.

17044. *Casey-Swasey Co.* v. *St. Louis, San Francisco & Texas Ry. Co.* September 6, 1911. Refund of $8.86 on shipment of whisky from Louisville, Ky., to Fort Worth, Tex. Excessive rate.

17047. *E. B. Hallowell & Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* August 10, 1911. Refund of $3.20 on one car of lumber from Eagle Rock, N. C., to Millbourne Mills, Pa. Excessive rate.

17048. *Standard Oil Co* v. *Southern Pacific Co.* August 12, 1911. Refund of $16.17 on one car of lubricating oil from Richmond, Cal., to Lick Cut Log Spur, Mont. Excessive rate.

17049. *Woods Evertz Stove Co.* v. *St. Louis & San Francisco R. R. Co.* October 13, 1911. Refund of $12.18 on shipment of pig iron from Gadsden, Ala., to Memphis, Tenn. Excessive rate.

17052. *Keys-Church Co.* v. *Buffalo & Susquehanna Ry. Co.* August 24, 1911. Refund of $11.90 on shipment of heading from Galeton, Pa., to Roanoke, Va. Excessive rate.

17054. *Weil Bros. & Co.* v. *New York, Chicago & St. Louis R. R. Co.* August 4, 1911. Refund of $6.12 on shipment of wool in grease from Fort Wayne, Ind., to Ashtabula, Ohio. Excessive rate.

17055. *Bonnie & Co. (Inc.)* v. *Louisville, Henderson & St. Louis Ry. Co.* September 6, 1911. Refund of $1.54 on shipment of whisky from Louisville, Ky., to Dallas, Tex. Excessive rate.

17059. *Foster Lumber Co.* v. *Union Pacific R. R. Co.* August 11, 1911. Waive collection of $8.74 on shipment of cedar posts from Kings, Idaho, to Kimball, Nebr. Excessive rate.

17064. *Union Oil Co. of California* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 5, 1911. Refund of $33.70 on one car of oil from East San Pedro, Cal., to Kingman, Ariz. Excessive rate.

17066. *Browne Grain Co.* v. *Houston & Texas Central R. R. Co.* August 9, 1911. Refund of $24.10 on one car of ear corn from Rayne, La., to Marlin, Tex. Excessive rate.

17067. *Browne Grain Co.* v. *Houston & Texas Central R. R. Co.* August 8, 1911. Refund of $18.63 on one car of ear corn from New Iberia, La., to Ennis, Tex. Excessive rate.

17069. *Browne Grain Co.* v. *Houston & Texas Central R. R. Co.* August 10, 1911. Refund of $36.46 on one car of ear corn from Rayne, La., to Ennis, Tex. Excessive rate.

17073. *Gilinsky Fruit Co.* v. *Union Pacific R. R. Co.* August 9, 1911. Refund of $34.56 on one car of apples from Watsonville, Cal., to Omaha, Nebr. Excessive rate.

17074. *Crockett Coal Co.* v. *Chicago & North Western Ry. Co.* August 23, 1911. Refund of 90 cents on one car of poles from Mercer, Wis., to Buxton, Iowa. Nonallowance for car stakes.

17093. *American News Co.* v. *Pennsylvania R. R. Co.* August 10, 1911. Refund of $225.28 on shipments of magazines returned from Pittsburgh, Pa., to New York, N. Y. Excessive rate.

17095. *Exchange Cotton & Linseed Meal Co.* v. *Missouri, Kansas & Texas Ry. Co.* July 25, 1911. Refund of $14 on one car of cottonseed meal from Prague, Okla., to Hertha, Kans. Excessive rate.

17097. *Hamilton Motor Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 23, 1911. Refund of $100.80 on one car of automobiles from Racine, Wis., to Pasadena, Cal. Excessive rate.

17098. *McCloud River Lumber Co.* v. *Southern Pacific Co.* July 27, 1911. Refund of $26.80 on one car of lumber from Sisson, Cal., to West Lynn., Mass. Excessive rate.

17099. *Axley Hay Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* October 14, 1911. Refund of $6.60 on shipment of hay from Neosho Rapids, Kans., to Rothville, Mo. Excessive rate.

17111. *Arkansas Fuller's Earth Co.* v. *Texas & Pacific Ry. Co.* October 30, 1911. Refund of $61.42 on two cars of fuller's earth from Klondyke, Ark., to Dallas and Fort Worth, Tex. Excessive rate.

17113. *H. G. Johnson* v. *Eastern Ry. of New Mexico.* August 11, 1911. Refund of $1.36 on shipment of mattresses from Dallas, Tex., to Clovis, N. Mex. Excessive rate.

17117. *Central Pennsylvania Lumber Co.* v. *Philadelphia & Reading Ry. Co.* September 26, 1911. Refund of $7.62 on one car of lath from Williamsport, Pa., to Johnstown, Pa. Excessive rate.

17121. *Northern Fruit Co.* v. *Atlantic Coast Line R. R. Co.* July 26, 1911. Refund of $203.75 on eight cars of bananas from Charleston, S. C., to Wilmington, N. C. Excessive rate.

17123. *International Paper Co.* v. *Maine Central R. R. Co.* August 8, 1911. Refund of $16.08 on 22 cars of iron and paper cores from Boston, Mass., to Rumford Falls, Me. Excessive rate.

17124. *C. E. Barber* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 10, 1911. Refund of $147.32 on two shipments of potatoes from Ault, Colo., to Bouse and Prescott, Ariz. Excessive rate.

17126. *Holmquist Elevator Co.* v. *Chicago, Burlington & Quincy R. R. Co.* October 20, 1911. Refund of $55 on 11 cars of corn from Iowa stations to Omaha, Nebr., via Council Bluffs, Iowa. Nonabsorption of bridge toll.

17127. *Wm. Wilkins* v. *Santa Fe, Prescott & Phoenix Ry. Co.* November 13, 1911. Refund of $74.06 on one car of potatoes from Ault, Colo., to Cherry Creek, Ariz. Excessive rate.

17130. *International Paper Co.* v. *Maine Central R. R. Co.* October 13, 1911. Refund of $85.60 on 21 cars of clay from Mystic Wharf and Boston, Mass. (originating via steamship lines), to Rumford Falls, Me. Excessive rate.

17131. *International Paper Co.* v. *Maine Central R. R. Co.* August 31, 1911. Refund of $21.98 on nine cars of rosin from Mystic Wharf and Boston, Mass., to Rumford Falls, Me. Excessive rate.

17135. *T. N. Koehler & Co.* v. *Vandalia R. R. Co.* August 10, 1911. Refund of $3.74 on one car of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

17136. *Lehigh Valley Coal Co.* v. *Vandalia R. R. Co.* August 10, 1911. Refund of $14.27 on five cars of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

17138. *Standard Oil Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* November 23, 1911. Refund of $65.72 on one car of crude oil from Sugar Creek, Mo., to Kenwood Park, Iowa. Excessive rate.

17139. *Bickett Coal & Coke Co.* v. *Vandalia R. R. Co.* August 11, 1911. Refund of $4.85 on one car of coal from Brazil, Ind., to Chicago, Ill. Excessive rate.

17140. *National Malleable Castings Co.* v. *Vandalia R. R. Co.* August 11, 1911. Refund of $33.51 on eight cars of coal from Center Point, Ind., to Chicago, Ill. Excessive rate.

17141. *Lumber Manufacturers Agency* v. *Oregon-Washington R. R. & Navigation Co.* November 23, 1911. Refund of $12.60 on one car of lumber from Lincoln, Wash., to Lewistown, Mont. Excessive rate.

17143. *T. C. Parham* v. *Seaboard Air Line Ry.* November 4, 1911. Refund of $42.95 on two cars of cotton gin machinery from Atlanta, Ga., to Marietta, N. C. Excessive rate.

17150. *Ginacchio-Jones Fruit Co.* v. *Union Pacific R. R. Co.* August 10, 1911. Refund of $35.16 on one car of apples from Watsonville, Cal., to Kansas City, Mo. Excessive rate.

17152. *Anheuser-Busch Brewing Association* v. *Southern Pacific Co.* November 16, 1911. Refund of $59.30 on beer from St. Louis, Mo., to Tucson, Ariz. Excessive minimum.

17157. *Midland Elevator Co.* v. *Union Pacific R. R. Co.* September 18, 1911. Waive collection of $159.45 on shipments of grain from Kansas points to Kansas City, Mo. Excessive minimum.

17160. *Bartlesville Supply Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 16, 1911. Refund of $35.62 on one car of gas pipe from Greenfield, Ind., to Bartlesville, Okla. Excessive rate.

17161. *Lester Implement Co.* v. *American Express Co.* November 24, 1911. Refund of $1.55 on one car of merchandise from Lansing, Mich., to Tuscola, Ill. Excessive rate.

17163. *Kaye & Carter Lumber Co.* v. *Great Northern Ry. Co.* August 2, 1911. Waive collection of $9 on one car of posts from Saginaw, Minn., to Straubville, S. Dak. Excessive rate.

17165. *Illinois Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* July 26, 1911. Refund of $11.76 on seven shipments of malt from Manitowoc, Wis., to Socorro, N. Mex. Excessive rate.

17166. *Carey Commission Co.* v. *Southern Pacific Co.* August 11, 1911. Refund of $45.90 on shipment of apples from Watsonville, Cal., to Independence, Kans. Excessive rate.

17168. *Duluth Log Co.* v. *Northern Pacific Ry. Co.* August 15, 1911. Refund of $16.83 on shipment of poles from Big Falls, Minn., to Marlin, Tex. Excessive rate.

17171. *Morris Weil* v. *Central R. R. Co. of New Jersey.* September 20, 1911. Refund of $218.81 on nine cars of scrap-iron crucibles from South Bethlehem, Pa., to Jersey City, N. J. Excessive rate.

17176. *G. C. Brown & Co.* v. *St. Louis, Iron Mountain & Southern Ry. Co.* August 8, 1911. Refund of $101.70 on five cars of lumber from Watson, Ark., to New Orleans, La. Excessive rate.

17183. *Francis-Miller Co.* v. *Santa Fe, Prescott & Phoenix Ry. Co.* August 22, 1911. Refund of $71.40 on shipment of potatoes from Windsor, Colo., to Humboldt, Ariz. Excessive rate.

17184. *G. D. Smith* v. *Erie R. R. Co.* August 10, 1911. Refund of $41.52 on three cars of lumber from Bemis, etc., W. Va., to Waldwick, etc., N. J. Excessive rate.

17187. *Capital Electric Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 12, 1911. Refund of $17.03 on seven cars of washing machines from Grinnell, Iowa, to Salt Lake City, Utah. Excessive rate.

17190. *Wm. J. Lemp Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 2, 1911. Refund of $57.51 on one car of beer from St. Louis, Mo., to Jerome, Ariz. Excessive minimum weight.

17193. *Chadwick & Sykes* v. *Southern Pacific Co.* September 18, 1911. Refund of $242.45 on two cars of steam shovels from South Milwaukee, Wis., to Sacramento, Cal. Excessive rate.

17199. *Crown Oil & Wax Co.* v. *Baltimore Steam Packet Co.* August 10, 1911. Refund of $0.89 on shipment of oil from Baltimore, Md., to Morehead City, N. C. Excessive rate.

17201. *Wm. J. Lemp Brewing Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* August 24, 1911. Refund of $103.50 on three shipments of beer from St. Louis, Mo., to Gallup, N. Mex. Nonallowance for ice.

17203. *Bay De Noquet Lumber Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* August 28, 1911. Refund of $159.85 on six shipments of slabs from Nahma Junction, Mich., to Racine, Wis. Excessive rate.

17205. *Bourne Grain Co.* v. *Texas & Pacific Ry. Co.* September 18, 1911. Refund of $40.27 on one car of snapped corn from New Roads, La., to Hillsboro, Tex. Excessive rate.

17210. *B. Lowenstein & Bros. Dry Goods Co.* v. *Illinois Central R. R. Co.* September 16, 1911. Refund of $13.28 on one car of dry goods from Memphis, Tenn., to Lecompte, La. Excessive rate.

17213. *French Lick Springs Hotel Co.* v. *Chicago, Indianapolis & Louisville Ry. Co.* October 26, 1911. Refund of $1.78 on one car of mineral water from French Lick Springs, Ind., to Detroit, Mich. Excessive rate.

17214. *H. F. Watson Co.* v. *Lake Shore & Michigan Southern Ry. Co.* September 20, 1911. Refund of $5.08 on three cars of building paper, tar, and cement from Erie, Pa., to Buffalo, N. Y. Excessive rate.

17216. *Du Pont Powder Co.* v. *West Jersey & Seashore R. R. Co.* November 27, 1911. Refund of $1.04 on one car of explosives from Gibbstown, N. J., to Marion, Md. Excessive rate.

17217. *Proctor-Ellison Co.* v. *Boston & Albany R. R. Co.* October 26, 1911. Refund of $21.87 on five cars of dry hides from East Boston, Mass., to Endicott, N. Y. Excessive rate.

17220. *Vigo County Coal Co.* v. *Vandalia R. R. Co.* August 9, 1911. Refund of $3.51 on one car of coal from Seeleyville, Ind., to Chicago, Ill. Excessive rate.

17222. *Armour & Co.* v. *Kansas City Southern Ry. Co.* August 30, 1911. Refund of $30.16 on one car of cheese from Chilton, Wis., to Fort Smith, Ark. Excessive rate.

17223. *C. G. Grove* v. *Cumberland Valley R. R. Co.* August 15, 1911. Refund of $16 on one car of horses and mules from Middletown, Pa., to Martinsburg, W. Va. Excessive rate.

17231. *Sheridan Coal Co.* v. *Kansas City Southern Ry. Co.* August 9, 1911. Refund of $16.80 on one car of mine props from Lanagan, Mo., to Fuller, Kans. Excessive rate.

17232. *Jos. Schlitz Brewing Co.* v. *Union Pacific R. R. Co.* October 14, 1911. Refund of $9 on one car of beer from Milwaukee, Wis., to Superior, Wis. Excessive rate.

17234. *Jos. Schlitz Brewing Co.* v. *Union Pacific R. R. Co.* September 6, 1911. Refund of $9.10 on one car of beer from Milwaukee, Wis., to Evanston, Wyo. Excessive rate.

17237. *Jno. Malloch & Co.* v. *Ocean S. S. Co. of Savannah.* August 22, 1911. Refund of $14.87 on two cars of cotton from Saylesville, R. I., to Savannah, Ga. Excessive rate.

17239. *Fowler Commission Co.* v. *Kansas City Southern Ry. Co.* August 24, 1911. Refund of $33.60 on one car of oats from Kansas City, Mo., to Cravens, La. Excessive rate.

17240. *Jos. Schlitz Brewing Co.* v. *Union Pacific R. R. Co.* August 28, 1911. Refund of $182.29 on 20 cars of beer from Milwaukee, Wis., to Rock Springs, Wyo. Excessive rate.

17241. *Jos. Schlitz Brewing Co.* v. *Union Pacific R. R. Co.* September 5, 1911. Refund of $18.18 on two cars of beer from Milwaukee, Wis., to Evanston, Wyo. Excessive rate.

17244. *Rucker-Fuller Desk Co.* v. *Southern Pacific Co.* August 14, 1911. Refund of $35 on one car of desks from Herkimer, N. Y., to San Francisco, Cal. Excessive minimum.

17245. *Cheraw Brick Works* v. *Atlantic Coast Line R. R. Co.* August 31, 1911. Refund of $79.20 on four cars of brick from Cheraw, S. C., to Laurinburg, N. C. Excessive rate.

17248. *Deutsch & Sickert Co.* v. *Chicago & North Western Ry. Co.* August 12, 1911. Refund of $3.40 and waive collection of $4.60 on two cars of distillers' grain from Carrollville, Wis., to Akron, Ohio. Excessive rate.

17250. *Martz & Degge* v. *Minneapolis & St. Louis R. R. Co.* November 24, 1911. Refund of $3.60 on one car of onions from South Whitley, Ind., to St. Paul, Minn. Excessive rate.

17252. *Huntsville Lumber Co.* v. *Southern Ry. Co.* November 7, 1911. Refund of $4.08 on one car of lumber from Decatur, Ala., to Mechanicsville, N. Y. Excessive rate.

17253. *Street & Graves* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* August 23, 1911. Refund of $53.78 on two cars of cottonseed hulls from Houston, Tex., to Slidell, La. Excessive rate.

17254. *Fred Brenner Lumber Co.* v. *Morgan's Louisiana & Texas R. R. & S. S. Co.* September 19, 1911. Refund of $9.56 on one car of lumber from Robin Switch, La., to New Orleans, La. Excessive rate.

17258. *American Steel & Wire Co.* v. *New York, Chicago & St. Louis R. R. Co.* November 4, 1911. Refund of $6.43 on one car of wire fencing from Cleveland, Ohio, to Texas City, Tex. Excessive rate.

17264. *Lindsay Bros.* v. *Norfolk & Western Ry. Co.* August 24, 1911. Refund of $2.14 on one car of bells from Hillsboro, Ohio, to Anston, Wis. Excessive rate.

17267. *Peerless Fertilizer Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* November 1, 1911. Refund of $45.25 on two cars of fertilizer from Chestertown, Md., to Swedesboro and Woodstown, N. J. Excessive rate.

17270. *Alliance Coal Co.* v. *Illinois Central R. R. Co.* November 3, 1911. Waive collection of $3.05 on one car of coal from Caledonia, Ind., to Chicago, Ill. Excessive reconsigning charges.

17274. *Nacogdoches Grocery Co.* v. *Texas & New Orleans R. R. Co.* November 7, 1911. Refund of $45.93 on one car of apples from Watsonville, Cal., to Nacogdoches, Tex. Excessive rate.

17283. *Pierce Phosphate Co.* v. *Seaboard Air Line Ry.* August 16, 1911. Refund of $445.83 on 539 cars of phosphate rock from Pierces Mine, Fla., to Tampa, Fla., for export. Excessive minimum carload weight.

17284. *Hennepin Bridge Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* August 24, 1911. Refund of $31.25 on one car of bridge steel from Attica, Ind., to West Salem, Wis. Excessive rate.

17291. *Haas-Gulhman Co.* v. *Southern Ry. Co.* September 22, 1911. Refund of $7.60 on two cars of canned salmon from Norfolk, Va., to Savannah, Ga. Excessive rate.

17295. *Queen City Foundry Co.* v. *Union Pacific R. R. Co.* October 24, 1911. Refund of $153.84 on four cars of coke from Milwaukee, Wis., and Elkhorn, W. Va., to Denver, Colo. Excessive rate.

17298. *Pittsburg Plate Glass Co.* v. *St. Louis & San Francisco R. R. Co.* September 22, 1911. Refund of $81.26 on two cars of glass from Crystal City, Mo., to Kansas City, Mo. Excessive rate.

17300. *Railroad & Car Material Co.* v. *Pittsburgh & Lake Erie R. R. Co.* November 8, 1911. Refund of $4.40 on shipment of lumber from Douglas, Ga., to New Castle, Pa. Excessive rate.

17302. *Ames-Burns Co.* v. *Dunkirk, Allegheny Valley & Pittsburgh R. R. Co.* September 5, 1911. Refund of $8 on one car of mill feed from Seymour, Ind., to Sinclairville, N. Y. Excessive rate.

17320. *National Tube Co.* v. *Baltimore & Ohio R. R. Co.* August 16, 1911. Refund of $35.28 on shipment of wrought pipe from Versailles, Pa., to Sugar Grove, Va. Excessive rate.

17321. *Continental Oil Co.* v. *Denver & Rio Grande R. R. Co.* November 2, 1911. Refund of $23.98 on one car of oil from Florence, Colo., to Chama, N. Mex. Excessive rate.

17322. *New England Furniture & Carpet Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* August 9, 1911. Refund of $2.40 on one car of trunks from Norwood, Ohio, to Minneapolis, Minn. Excessive rate.

17324. *United States Cast Iron Pipe & Foundry Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* September 18, 1911. Refund of $2.01 on shipment of cast-iron pipe from Louisville, Ky., to Iowa City, Iowa. Excessive rate.

17327. *W. P. Rend & Co.* v. *Vandalia R. R. Co.* September 16, 1911. Refund of $8.53 on two cars of coal from Seeleyville, Ind., to Chicago, Ill. Excessive rate.

17329. *Foliated Talc Co.* v. *Rutland R. R. Co.* September 26, 1911. Refund of $20 on one car of talc from Zoar, Mass., to Porter, Ind. Excessive rate.

17338. *Rickerts Rice Mills & Empire Rice Mills Co. (Ltd.)* v. *Texas & Pacific Ry. Co.* November 2, 1911. Refund of $713.81 on two shipments of rice from Burke, Ark., to New Orleans, La. Excessive rate.

17342. *W. P. Rend & Co.* v. *Vandalia R. R. Co.* September 16, 1911. Refund of $5.75 on two cars of coal from Brazil, Ind., to Chicago, Ill. Excessive rate.

17343. *Deutsch & Sickett* v. *Baltimore & Ohio R. R. Co.* November 3, 1911. Refund of $4.03 on shipment of distiller's grain from Carrollville, Wis., to Ira, Ohio. Excessive rate.

17350. *American Steel & Wire Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* October 13, 1911. Refund of $37.04 on one car of nails, staples, wire, etc., from Joliet, Ill., to Holly, Colo. Excessive rate.

17351. *J. L. Elliff* v. *Kansas City Southern Ry. Co.* October 26, 1911. Refund of $89.36 on six cars of mine props from Anderson, Mo., to Fuller, etc., Kans. Excessive rate.

17357. *Du Pont Powder Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* September 26, 1911. Refund of $9.35 on one car of wood from Stemmers Run, Md., to Montchanin, Del. Excessive rate.

17358. *E. B. Hallowell & Co.* v. *West Jersey & Seashore R. R. Co.* November 17, 1911. Refund of $1.70 on one car of lumber from Carpenter, N. C., to Atlantic City, N. J. Excessive minimum weight.

17375. *Hilb & Bauer* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* September 20, 1911. Refund of $3.35 on one car of scrap iron from Rushville, Ind., to Cincinnati, Ohio. Excessive rate.

17376. *Summit Coal & Mining Co.* v. *Vandalia R. R. Co.* October 14, 1911. Refund of $2.50 on one car of coal from South Linton, Ind., to Rochelle, Ill. Excessive rate.

17377. *Moore Bros. Glass Co.* v. *West Jersey & Seashore R. R. Co.* October 17, 1911. Refund of $8.04 on one car of bottles from Clayton, N. Mex., to Providence, R. I. Excessive rate.

17382. *Central Pennsylvania Lumber Co.* v. *Pennsylvania R. R. Co.* November 15, 1911. Refund of $13.97 on three cars of lumber from Loleta and West Sheffield, Pa., to Lockport, N. Y. Excessive rate.

17385. *St. Louis, Rocky Mountain & Pacific Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 7, 1911. Refund of $199.18 on shipment of steel rails from Denver, Colo., to Brilliant, N. Mex. Excessive rate.

17409. *Clinton Cotton Mills* v. *Seaboard Air Line Ry.* November 8, 1911. Refund of $75.64 on six shipments of machinery from Hopedale, Mass., to Clinton, S. C. Excessive rate.

17423. *Forged Steel Wheel Co.* v. *Erie R. R. Co.* October 31, 1911. Refund of $11.11 on shipment of magnesite from Weehawken, N. J., to Butler, Pa. Excessive rate.

17448. *Zeller, McClellan & Co.* v. *Central Indiana Ry. Co.* September 16, 1911. Refund of $3.15 on shipment of coal from Brazil, Ind., to Sunbury, Ill. Excessive rate.

17453. *Covey-Durham Coal Co.* v. *Central Indiana Ry. Co.* September 6, 1911. Refund of $3.13 on one car of coal from Brazil, Ind., to Budd, Ill. Excessive rate.

17471. *Jacobs & Davies (Inc.)* v. *Nashville, Chattanooga & St. Louis Ry.* November 6, 1911. Refund of $445.40 on 32 shipments of coal from Tracy City, Tenn., to Ladds Switch, Tenn. Excessive rate.

17483. *Kelly-Clarke Co.* v. *Northern Pacific Ry. Co.* September 5, 1911. Refund of $99.82 and waive collection of $73.20 on shipment of dates from New York, N. Y., to Spokane, Wash. Excessive rate.

17485. *Turkey Creek Stone Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 2, 1911. Refund of $16.84 on shipment of coal from Van Houten, N. Mex., to Cabin Spring, Colo. Excessive rate.

17488. *United Window Glass Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 19, 1911. Refund of $90.88 on shipment of coal facings from Irwin, Pa., to Independence, Kans. Excessive rate.

17492. *Bartow & Baker* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 15, 1911. Refund of $45 on shipment of apple waste from Rocky Ford, Colo., to Kansas City, Mo. Excessive rate.

17495. *W. K. Henderson Iron Works & Supply Co. v. Louisiana & Arkansas Ry. Co.* October 13, 1911. Refund of $51.88 on four cars of fire brick from Perla, Ark., to Shreveport, La. Excessive rate.

17545. *Western Electric Co.* v. *Chicago, Milwaukee & Puget Sound Ry. Co.* November 15, 1911. Refund of $75 on one car of dry-battery cells from Fremont, Ohio, to Seattle, Wash. Excessive rate.

17549. *International Salt Co. of New York* v. *Genesee & Wyoming R. R. Co.* November 9, 1911. Refund of $8.20 on shipment of salt from Retsof, N. Y., to Sharon, Pa. Excessive rate.

17562. *Lewis, Hubbard & Co.* v. *Kanawha & Michigan Ry. Co.* November 4, 1911. Refund of $29.05 on one car of canned peas from Manitowoc, Wis., to Charleston, W. Va. Excessive rate.

17564. *H. A. Langton & Co.* v. *Missouri Pacific Ry. Co.* August 30, 1911. Refund of $30.40 on two cars of walnut logs from Fort Scott, Kans., to McCrory, Ark. Excessive rate.

17569. *United States Gypsum Co.* v. *New York Central & Hudson River R. R. Co.* November 6, 1911. Refund of $8 on shipment of talc from Emeryville, N. Y., to Superior, Wis. Excessive rate.

71571. *H. F. Callahan* v. *Maryland, Delaware & Virginia Ry. Co.* October 13, 1911. Refund of $33 on shipment of brick from Milton, Del., to Love Point, Md. Excessive rate.

17573. *American Zinc, Lead & Smelting Co. v. Missouri Pacific Ry. Co.* November 10, 1911. Refund of $1,951.11 on shipment of spelter from Deering and Caney, Kans., to Kenosha, Wis. Excessive rate.

17581. *Vigo County Coal Co.* v. *Vandalia R. R. Co.* September 16, 1911. Refund of $35.72 on nine cars of coal from Seelyville, Ind., to Chicago, Ill. Excessive rate.

17583. *Loma Fruit Co.* v. *Southern Pacific Co.* September 26, 1911. Refund of $50.04 on one car of apples from Watsonville, Cal., to Chicago, Ill. Excessive rate.

17594. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* September 5, 1911. Refund of $21.81 on one car of shingles from Timberton, La., to Knoxville, Tenn. Excessive rate.

17595. *Jos. Joseph & Bros. Co.* v. *Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.* October 13, 1911. Refund of $26.23 on six cars of scrap iron from West Carrollton, Ohio, to Monessen, Pa. Excessive rate.

17638. *Pacific Fruit & Produce Co.* v. *Northern Pacific Ry. Co.* October 26, 1911. Refund of $24.30 on one car of squash from Buena Park, Cal., to Tacoma, Wash. Excessive rate.

17661. *Iola Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* October 26, 1911. Refund of $145.16 on three shipments of cement from Iola, Kans., to Jennings, La. Excessive rate.

17662. *Iola Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* October 13, 1911. Refund of $76 on shipment of cement from Iola, Kans., to Jennings, La. Excessive rate.

17663. *Iola Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* October 26, 1911. Refund of $149.17 on two shipments of cement from Iola, Kans., to Opelousas, La. Excessive rate.

17664. *Iola Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* October 26, 1911. Refund of $20.06 on shipment of cement from Iola, Kans., to Cheneyville, La. Excessive rate.

17671. *Cape Fear Oil Co.* v. *Atlantic Coast Line R. R. Co.* September 19, 1911. Refund of $123.46 on six shipments of petroleum products from Jacksonville, Fla., to Wilmington, N. C. Excessive rate.

17685. *Loeb, Fleishman & Co.* v. *Southern Pacific Co.* September 22, 1911. Refund of $46.95 on shipment of potatoes from Valley Spur, Colo., to Pasadena, Cal. Excessive rate.

17686. *Sheridan Coal Co.* v. *Chicago, Burlington & Quincy R. R. Co.* October 3, 1911. Refund of $156.78 on one car of alfalfa feed from Omaha, Nebr., to Dietz, Wyo. Excessive rate.

17688. *Samuel Walton Co.* v. *Pittsburgh & Lake Erie R. R. Co.* September 20, 1911. Refund of $8.32 on shipment of ear corn from Liberty Center, Ohio, to Coraopolis, Pa. Excessive rate.

17692. *Union Meat Co.* v. *Southern Pacific Co.* September 19, 1911. Refund of $23 on three shipments of green hides from East Portland, Oreg., to South San Francisco, Cal. Excessive rate.

17696. *American Steel & Wire Co.* v. *Elgin, Joliet & Eastern Ry. Co.* October 26, 1911. Refund of $84.19 on three shipments of wire, staples, nails, fence, bale ties, etc., from Joliet, Ill., to various points. Excessive rate.

17697. *Chisholm & Evans* v. *Chicago, Burlington & Quincy R. R. Co.* November 13, 1911. Refund of $6.60 on shipment of lump coal from Andrew, Ill., to Ballinger, Iowa. Excessive rate.

17709. *A. Bingham* v. *San Pedro, Los Angeles & Salt Lake R. R. Co.* November 23, 1911. Refund of $102 on shipment of horses from Evanston, Wyo., to Los Angeles, Cal. Excessive rate.

17710. *Du Pont Powder Co.* v. *Union Pacific R. R. Co.* August 31, 1911. Refund of $76.47 on shipment of powder from Turck, Kans., to Evanston, Wyo. Excessive rate.

17711. *Cash Commission Co.* v. *Union Pacific R. R. Co.* October 11, 1911. Refund of $32.30 on one car of corn from Enola, Nebr., to Reno, Nev. Excessive rate.

17715. *Western Pottery Manufacturing Co.* v. *Union Pacific R. R. Co.* September 26, 1911. Refund of $63.18 on one car of stoneware from Denver, Colo., to Rock Springs, Wyo. Excessive rate.

17716. *Vandalia Coal Co.* v. *Vandalia R. R. Co.* November 3, 1911. Refund of $2.45 on one car of coal from South Linton, Ind., to Beloit, Wis. Excessive rate.

17718. *Butterfield Lumber Co.* v. *Illinois Central R. R. Co.* September 19, 1911. Refund of $9.06 on shipment of lumber from Norfield, Miss., to Taylorsville, Ky. Excessive rate.

17721. *L. C. Nelson* v. *Union Pacific R. R. Co.* September 18, 1911. Refund of $14 on one car of household goods from Cheyenne, Wyo., to La Crosse, Wis. Excessive rate.

17723. *Washburn-Crosby Milling Co.* v. *Baltimore & Ohio R. R. Co.* November 3, 1911. Refund of $72.02 on four shipments of wheat from Avilla, Ind., to Louisville, Ky. Excessive rate.

17724. *S. E. Bailor* v. *Chicago, Burlington & Quincy R. R. Co.* August 31, 1911. Refund of $34.20 on one car of implements from Tarkio, Mo., to Atchison, Kans. Excessive rates.

17733. *United States Cast Iron Pipe & Foundry Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* September 16, 1911. Refund of $11.90 on shipment of cast-iron pipe from Columbus, Ohio, to Lake Mills, Wis. Excessive rate.

17752. *Hallack & Howard Lumber Co.* v. *Missouri Pacific Ry. Co.* October 13, 1911. Refund of $84.18 on shipment of glazed sash from Wichita, Kans., to Denver, Colo. Excessive rate.

17758. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* September 26, 1911. Refund of $75.20 on shipment of shingles from Excelsior, La., to Jacksonville, Tex. Excessive rate.

17759. *Grasselli Chemical Co.* v. *Chicago & North Western Ry. Co.* October 27, 1911. Refund of $29.64 on two shipments of zinc ore from Rewey, Wis., to Cleveland, Ohio. Excessive rate.

17762. *Bettendorf Axle Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* October 9, 1911. Refund of $25.40 on shipment of steel car shapes from South Bethlehem, Pa., to Davenport, Iowa. Excessive rate.

17766. *James Sheehy* v. *Southern Pacific Co.* September 14, 1911. Refund of $124.10 on one car of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

17770. *Montezuma Copper Co.* v. *El Paso & Southwestern System.* October 9, 1911. Refund of $4.06 on shipment of hay from Peterson, Ariz., to Douglas, Ariz. Excessive rate.

17785. *Du Pont Powder Co.* v. *Union Pacific R. R. Co.* November 8, 1911. Refund of $210.18 on two cars of powder from Turck, Kans., to Rock Springs and Superior, Wyo. Excessive rate.

17788. *American Malting Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* September 20, 1911. Refund of $43.36 on shipment of malt from Chicago, Ill., to Lexington, Mo. Excessive rate.

17797. *Keystone Slag Co.* v. *Philadelphia & Reading Ry. Co.* September 18, 1911. Refund of $47.20 on one car of slag from Reading, Pa., to Keasbeys, N. J. Excessive rate.

17799. *International Harvester Co.* v. *Chicago, Milwaukee & St. Paul Ry. Co.* November 6, 1911. Refund of $16.30 and waive collection of $0.34 on shipment of agricultural implements from Springfield, Ohio, to Delavan, Wis. Excessive rate.

17808. *Martin-Howe Coal Co.* v. *Vandalia R. R. Co.* November 4, 1911. Refund of $4.39 on one car of coal from Rosedale, Ind., to Chicago, Ill. Excessive rate.

17809. *Wm. R. Moore Dry Goods Co.* v. *Central of Georgia Ry. Co.* October 31, 1911. Refund of $37.72 on one car of cotton duck from Alexander City, Ala., to Dalton, Ga. Excessive rate.

17819. *Armour & Co.* v. *Colorado & Southern Ry. Co.* October 13, 1911. Refund of $10 on shipment of fresh meat from Fort Worth, Tex., to Trinidad, Colo. Excessive rate.

17826. *Goldman Bros. Co.* v. *Chicago Great Western Ry. Co.* November 9, 1911. Refund of $35.81 on one car of melons from Cement, Okla., to Des Moines, Iowa. Excessive rate.

17827. *Gilinsky Fruit Co.* v. *Union Pacific R. R. Co.* November 7, 1911. Refund of $30.26 on one car of apples from Vega, Cal., to Omaha, Nebr. Excessive rate.

17837. *Trimble Bros.* v. *Union Pacific R. R. Co.* November 16, 1911. Refund of $33.66 on one car of apples from Watsonville, Cal., to Omaha, Nebr. Excessive rate.

17847. *Holbrook-Merrill & Stetson* v. *Southern Pacific Co.* October 3, 1911. Refund of $17.26 on shipment of cast-iron caldron kettles from Bridgewater, Mass., to San Francisco, Cal. Excessive rate.

17869. *Excelsior Cypress Co.* v. *Yazoo & Mississippi Valley R. R. Co.* October 30, 1911. Refund of $15.95 on one car of shingles from Timberton Junction, La., to Humboldt, Tenn. Excessive rate.

17873. *City Fuel Co.* v. *Vandalia R. R. Co.* September 20, 1911. Refund of $10.06 on three cars of coal from Macksville, Ind., to Chicago, Ill. Excessive rate.

17875. *B. & B. Coal Co.* v. *Vandalia R. R. Co.* October 31, 1911. Refund of $47.94 on 13 cars of coal from Glen, Ind., to Chicago, Ill. Excessive rate.

17876. *Ash Grove Lime & Portland Cement Co.* v. *Missouri, Kansas & Texas Ry. Co.* November 6, 1911. Refund of $91.20 on three cars of cement from Chanute, Kans., to Jennings, La. Excessive rate.

17892. *M. Straus & Sons* v. *Pennsylvania R. R. Co.* September 20, 1911. Refund of $39.96 on shipment of green salted hides from New York, N. Y., to Newark, N. J. Excessive rate.

17910. *Dominion Line* v. *New York Central & Hudson River R. R. Co.* November 15, 1911. Refund of $1,567.50 on 75 cars of wheat from Portland, Me., to Weehawken, N. J. Excessive rate.

17915. *M. A. Gedney Pickling Co.* v. *Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.* November 3, 1911. Refund of $15 on one car of bottles from Vincennes, Ind., to Minneapolis, Minn. Excessive rate.

17917. *Standard Garden Tool Co.* v. *Chicago, Burlington & Quincy R. R. Co.* October 13, 1911. Refund of $30.64 on two cars of hand agricultural implements from Montrose, Iowa., to Peoria, Ill. Excessive rate.

17932. *Earl Fruit Co.* v. *Southern Pacific Co.* October 10, 1911. Refund of $130 on one car of apples from Sebastopol, Cal., to Buffalo, N. Y. Excessive rate.

17933. *Earl Fruit Co.* v. *Southern Pacific Co.* November 7, 1911. Refund of $140 on one car of apples from Sebastopol, Cal., to New York, N. Y. Excessive rate.

17943. *Herndon Milling Co.* v. *Southern Ry. Co.* November 4, 1911. Refund of $132 on shipment of flour from Herndon, Va., to Uniontown, D. C. Excessive rate.

17956. *Worland Mercantile Co.* v. *Chicago, Burlington & Quincy R. R. Co.* October 26, 1911. Refund of $42.44 on one car of potatoes from Rairden, Wyo., to Sheridan, Wyo. Excessive rate.

17967. *H. J. Heinz Co.* v. *Boston & Maine R. R.* October 20, 1911. Refund of $87.40 on five cars of apples from Warner, etc., N. H., to Medina, N. Y. Excessive rate.

17971. *Union Tanning Co.* v. *Norfolk & Western Ry. Co.* November 6, 1911. Refund of $213.52 on five cars of green hides from New York, N. Y., to Johnson City, Tenn. Excessive rate.

17972. *H. H. Barton & Son Co.* v. *Pennsylvania R. R. Co.* November 7, 1911. Refund of $332.54 on 23 cars of garnet ore from North Creek, N. Y., to Holmesburg Junction, Pa. Excessive rate.

17973. *American Ice Co.* v. *Pennsylvania R. R. Co.* October 31, 1911. Refund of $23.36 on one car of ice from Engleside, Pa., to Barnegat, N. J. Excessive rate.

17982. *United States Gypsum Co.* v. *Chicago, Rock Island & Pacific Ry. Co.* October 31, 1911. Refund of $544.72 on shipment of gypsum rock from Okarche, Okla., to Cementville, Tex. Excessive rate.

17983. *Hydraulic Press Brick Co.* v. *Washington Southern Ry. Co.* November 2, 1911. Refund of $143.90 on shipment of brick from Waterloo, Va., to West Newark, N. J. Excessive rate.

17994. *National Supply Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 15, 1911. Refund of $469.65 on shipments of bull wheels from Wagon Works, Ohio, to Ramona, Okla. Excessive rate.

17998. *Lindley, Schmidt & Co.* v. *Vandalia R. R. Co.* November 8, 1911. Refund of $9 on shipment of coal from South Linton, Ind., to Chicago, Ill. Excessive rate.

18010. *Camp Manufacturing Co.* v. *New York, Philadelphia & Norfolk R. R. Co.* November 2, 1911. Refund of $9.28 on two cars of lumber from Norfolk, Va., to Baltimore, Md. Excessive minimum weight.

18012. *Barnhart Mercantile Co.* v. *St. Louis Southwestern Ry. Co.* November 3, 1911. Refund of $153.23 on shipment of peanuts from Emerson, Ark., to St. Louis, Mo. Excessive rate.

18013. *Hamilton Manufacturing Co.* v. *Lake Shore & Michigan Southern Ry. Co.* October 17, 1911. Refund of $2.92 on shipment of iron ware, enameled, from Cleveland, Ohio, to Two Rivers, Wis. Excessive rate.

18016. *Du Pont Powder Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 2, 1911. Refund of $123.26 on one car of dynamite from Du Pont, Cal., to Reno, Nev. Excessive rate.

18021. *E. A. Grubbs Grain Co.* v. *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.* October 10, 1911. Refund of $5.66 on one car of shelled corn from Strawns, Ind., to Richmond, Ohio. Excessive rate.

18024. *E. N. Petty* v. *Chicago, Burlington & Quincy R. R. Co.* November 7, 1911. Refund of $15.78 on one car of mules from Pendennis, Kans., to Kearney, Mo. Excessive rate.

18026. *Baldwin Bros.* v. *Lake Shore & Michigan Southern Ry. Co.* November 2, 1911. Refund of $19.38 on shipment of cement from New Castle, Pa., to Wickliffe, Ohio. Excessive rate.

18028. *Medina Milling & Elevator Co.* v. *Northern Pacific Ry. Co.* September 22, 1911. Refund of $60.27 on three cars of flour from Medina, N. Dak., to Tacoma, Wash. Excessive rate.

18029. *Northrup, King & Co.* v. *Northern Pacific Ry. Co.* October 9, 1911. Refund of $204.70 on one car of peas from Minneapolis, Minn., to Laurel, Mont. Excessive rate.

18032. *M. Straus & Sons* v. *Pennsylvania R. R. Co.* October 31, 1911. Refund of $123.49 on shipment of green salted hides from Brooklyn, N. Y., to Waverly, N. J. Excessive rate.

18038. *Jno. J. Caine* v. *Delaware, Lackawanna & Western R. R. Co.* October 24, 1911. Refund of $60.45 on three cars of scrap iron from Hoboken, N. J., to Marysville, Pa. Excessive rate.

18046. *Rock Springs Distilling Co.* v. *Louisville, Henderson & St. Louis Ry. Co.* November 9, 1911. Refund of $17.63 on three cars of whisky from Owensboro, Ky., to Kent, etc., Tex. Excessive rate.

18066. *Webb Fuel Co.* v. *Chesapeake & Ohio Ry. Co.* November 15, 1911. Refund of $8.67 on one car of coal from Thurmond, W. Va., to Summit, Ohio. Excessive rate.

18083. *Bordens Condensed Milk Co.* v. *New York, Ontario & Western R. R. Co.* October 31, 1911. Refund of $17.81 on condensed milk from Middletown, N. Y., to New York, N. Y. Excessive rate due to lighterage.

18095. *Jos. Joseph & Bros. Co.* v. *Norfolk & Western Ry. Co.* October 20, 1911. Refund of $6 on shipment of scrap iron from Bluefield, W. Va., to Niles, Ohio. Excessive rate.

18107. *Anderson Bros. & Co.* v. *Northern Central Ry. Co.* November 6, 1911. Refund of $6.06 on one car of baled hay from Stewartstown, Pa., to Bunker Hill, W. Va. Excessive rate.

18109. *Ohlemacher Brick Co.* v. *Michigan Central R. R. Co.* November 3, 1911. Refund of $146.88 on shipment of brick from Michigan City, Ind., to Dowagiac, Mich. Excessive rate.

18113. *Union Roofing Manufacturing Co.* v. *Illinois Central R. R. Co.* November 24, 1911. Refund of $13.32 on shipment of roofing paper from Vandalia, Ill., to Albany, N. Y. Excessive rate.

18122. *Proctor & Gamble Co.* v. *Boston & Maine R. R.* October 28, 1911. Refund of $226.64 on shipment of palm kernel oil from Boston, Mass., to Kansas City, Mo. Excessive rate.

18130. *Swift Fertilizer Works* v. *Atlantic Coast Line R. R. Co.* November 9, 1911. Refund of $20.15 on shipment of fertilizer from Wilmington, N. C., to Laney Siding, S. C. Excessive rate.

18135. *Georgia-Carolina Lumber Co.* v. *Seaboard Air Line Ry.* October 11, 1911. Refund of $8.50 on one car of lumber from Savannah, Ga., to New York, N. Y. Excessive minimum.

18137. *American Steel & Wire Co.* v. *Elgin, Joliet & Eastern Ry. Co.* October 11, 1911. Refund of $21.36 on shipment of wire and fencing from Joliet, Ill., to Fallon, Mont. Excessive rate.

18143. *Cummer Lumber Co.* v. *Atlantic Coast Line R. R. Co.* November 25, 1911. Refund of $150.11 on shipment of phosphate rock from Newberry, Fla., to Milldale, Fla. Excessive rate.

18152. *Valdosta Grocery Co.* v. *Georgia Southern & Florida Ry. Co.* October 11, 1911. Refund of $0.97 on shipment of potatoes from Jacksonville, Fla., to Valdosta, Ga. Excessive rate.

18156. *T. H. Johnston & Co.* v. *Southern Ry. Co.* November 23, 1911. Refund of $12 on shipment of lumber from Eden, Ala., to Versailles, Ky. Excessive rate.

18173. *J. B. Heizer & Co.* v. *Chesapeake & Ohio Ry. Co.* October 11, 1911. Refund of $58.86 on shipment of tobacco from Huntington, W. Va., to Maysville, Ky. Excessive minimum.

18174. *Du Pont Powder Co.* v. *Union Pacific R. R. Co.* November 16, 1911. Refund of $193.48 on shipment of powder from Turck, Kans., to Rock Springs and Superior, Wyo. Excessive rate.

18178. *St. Louis Oil Co.* v. *St. Louis & San Francisco R. R. Co.* October 9, 1911. Refund of $123.19 on shipment of oil from Independence, Kans., to Cape Girardeau, Mo. Excessive rate.

18192. *Denison Grocer Co.* v. *Missouri, Kansas & Texas Ry Co. of Texas.* November 23, 1911. Waive collection of $51 on shipment of potatoes from Olathe, Colo., to Whitewright, Tex. Excessive rate.

18193. *F. G. Maritz* v. *Chicago, Burlington & Quincy R. R. Co.* October 17, 1911. Refund of $15.84 on one car of sand from Ottawa, Ill., to Layton Park, Wis. Excessive rate.

18199. *Warsaw Lumber Co.* v. *Philadelphia, Baltimore & Washington R. R. Co.* November 11, 1911. Refund of $8.93 on one car of lumber from Summit, N. C., to Wilmington, Del. Excessive minimum.

18202. *Central Pennsylvania Lumber Co.* v. *Pennsylvania R. R. Co.* November 23, 1911. Refund of $10.90 on one car of lumber from Williamsport, Pa., to Clinton, N. Y. Excessive rate.

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18217. *Chris Bunning* v. *Union Pacific R. R. Co.* October 11, 1911. Refund of $17.46 on shipment of sewer pipe from Pittsburg, Kans., to Rock Springs, Wyo. Excessive rate.

18219. *Acme Cement Plaster Co.* v. *Union Pacific R. R. Co.* October 11, 1911. Refund of $133 on shipment of plaster from Wild Spur, Colo., to Laramie, Wyo. Excessive rate.

18248. *Industrial Lumber Co.* v. *Louisiana Western R. R. Co.* November 2, 1911. Refund of $9.43 on shipment of lumber from Vinton, La., to Hartford City, Ind. Excessive rate.

18283. *Universal Portland Cement Co.* v. *Pennsylvania R. R. Co.* November 13, 1911. Refund of $15.39 on shipment of cement from Universal, Pa., to La Plata, Md. Excessive rate.

18311. *Iowa Farming Tool Co.* v. *Atchison, Topeka & Santa Fe Ry. Co.* November 3, 1911. Refund of $16.26 on shipment of tool handle material from Bluffton, Ohio, to Fort Madison, Iowa. Excessive rate.

18317. *Loma Fruit Co.* v. *Union Pacific R. R. Co.* November 4, 1911. Refund of $40.75 on one car of apples from Vega, Cal., to Omaha, Nebr. Excessive rate.

18321. *Louisiana Co.* v. *Kansas City Southern Ry. Co.* November 27, 1911. Refund of $75.58 on four shipments of wrought-iron pipe from Youngstown, Ohio, to Oil City, La. Excessive rate.

18404. *Kelly Mercantile Co.* v. *Union Pacific R. R. Co.* October 31, 1911. Refund of $35.20 on shipment of apples from Sebastopol, Cal., to Cheyenne, Wyo. Excessive rate.

18444. *Desel-Boettcher Co.* v. *San Antonio & Arkansas Pass Ry. Co.* October 31, 1911. Refund of $97.16 on shipment of apples from Watsonville, Cal., to Corpus Christi, Tex. Excessive rate.

18481. *Trimble Bros.* v. *Union Pacific R. R. Co.* November 3, 1911. Refund of $35.20 on shipment of apples from Sebastopol, Cal., to Omaha, Nebr. Excessive rate.

18523. *Earl Fruit Co.* v. *Southern Pacific Co.* November 3, 1911. Refund of $120.13 on shipment of apples from Watsonville, Cal., to New York, N. Y. Excessive rate.

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